



September 29, 2026

The Honorable Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: *Midcontinent Independent System Operator, Inc., Docket No. ER26-3458-001*
Ameren Services Company, as designated agent for Ameren Illinois Company
Submission of Substitute First Amended and Restated Distribution Wholesale Umbrella
Construction Agreement

Dear Secretary Reese:

On August 7, 2026, Midcontinent Independent System Operator, Inc., ("MISO")¹ and Ameren Services Company ("Ameren Services"), on behalf of Ameren Illinois Company d/b/a Ameren Illinois ("Ameren Illinois," and with Ameren Services, "Ameren") submitted for filing the First Amended and Restated Distribution Wholesale Umbrella Construction Agreement ("Umbrella Construction Agreement") between Ameren Illinois and Rural Electric Convenience Cooperative (collectively with Ameren, the "Parties") in the instant docket (August 7 Filing). It has come to Ameren's attention that the Umbrella Construction Agreement submitted in the August 7 Filing included confidential and critical energy infrastructure designations in the template of the appendices to the agreement. The designation in the appendices without confidential information creates confusion regarding what information is public or confidential. Therefore, an amended version of the Umbrella Construction Agreement is being provided to eliminate any confusion about designation of critical energy infrastructure. MISO, on behalf of the Parties, hereby files an amended version of the Umbrella Construction Agreement ("Substitute First Revised") to include revised templates in the appendices that eliminate the confidential designation. The Umbrella Construction Agreement is designated under the MISO Tariff as Service Agreement No. 3064.²

¹ As administrator of the MISO Tariff, MISO joins Ameren in this filing under the MISO Tariff but takes no position on the substance of the filing and reserves the right to comment or protest.

² MISO notes that it has served a copy of this filing electronically, including attachments, upon all Tariff Customers under the Tariff, MISO Members, Member representatives of Transmission Owners and Non-Transmission Owners, as well as all state commissions within the Region. The filing has been posted electronically on MISO's website at <https://www.misoenergy.org/legal/ferc-filings/> for other interested parties in this matter. In addition, MISO has served a copy of this filing electronically on all parties to this agreement.

The documents submitted with this filing include this transmittal letter and the following;

Tab A: Substitute First Revised Distribution Wholesale Umbrella Construction Agreement;

Tab B: Redline Substitute First Revised Distribution Wholesale Umbrella Construction Agreement to First Revised Distribution Wholesale Umbrella Agreement; and

Tab C: Redline Substitute First Revised Distribution Wholesale Umbrella Construction Agreement to Original Distribution Wholesale Umbrella Agreement.

For the reasons stated herein and, in the August 7 Filing, Ameren respectfully requests that the Commission accept the Substitute Original First Amended and Restated Distribution Wholesale Umbrella Construction Agreement, to be effective October 7, 2026. Additionally, Ameren respectfully requests that the Commission accept the Substitute Original First Amended and Restated Distribution Wholesale Umbrella Construction Agreement without modification or condition and grant the requested effective date of October 7, 2026, sixty-one days after the original filing. Please do not hesitate to contact the undersigned with any questions.

Respectfully submitted,

/s/ Jennifer S. Moore

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TAB A

SA 3064 AMEREN-RECC UCA VERSION 33.0.0

EFFECTIVE 10/07/2026

SUBSTITUTE FIRST REVISED SERVICE AGREEMENT NO. 3064

Ameren Illinois Company

First Amended and Restated

Distribution Wholesale Umbrella Construction Agreement

between

Ameren Illinois Company

and

Rural Electric Convenience Cooperative

Ameren Illinois Company
First Amended and Restated
Distribution Wholesale Umbrella Construction Agreement
between
Ameren Illinois Company
and
Rural Electric Convenience Cooperative

Dated: June 26, 2026

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First Amended and Restated

Distribution Wholesale Umbrella Construction Agreement

This First Amended and Restated Distribution Wholesale Umbrella Construction Agreement (“Agreement”) is entered into as of June 26, 2026, by and between Rural Electric Convenience Cooperative, a not-for-profit corporation organized and existing under the laws of the State of Illinois (“RECC” or “Customer”), and Ameren Illinois Company d/b/a Ameren Illinois, a corporation organized and existing under the laws of the State of Illinois (“Ameren Illinois” or “Company”). Customer and Ameren Illinois may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Customer and Ameren entered into a Distribution Wholesale Umbrella Construction Agreement dated as of November 13, 2017 (“Original UCA”), to establish the requirement, terms, and conditions for the connections of Customer's facilities to the Ameren Illinois Distribution identifying the continuing responsibilities and obligations of the Parties with respect thereto; and

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

WHEREAS, Customer owns electric facilities and is engaged in the wholesale sale and transmission of electric energy to its member cooperatives; and

WHEREAS, Customer's electric facilities are connected to the Ameren Illinois Distribution System and Customer takes Wholesale Distribution Service (“WDS”) from Ameren Illinois under a Wholesale Distribution Service Agreement (“WDS Agreement”) on file with FERC; and

WHEREAS, Customer may, from time to time, request new or additional WDS from Ameren Illinois that necessitates the construction of certain Modifications to the Ameren Illinois Distribution System and the Parties desire to establish the terms and conditions for the construction of, and financial obligations associated with, such Modifications; and

WHEREAS, Customer and Company had simultaneously entered into the Original UCA to establish the requirements, terms, and conditions for the connections of Customer's facilities to the Ameren Illinois Distribution System, and to define the continuing responsibilities and obligations of the Parties with respect thereto.

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:

1. PURPOSE AND SCOPE

- 1.1 Purpose.** The purpose of this Agreement is to set forth the terms and conditions for the construction and the financial obligations associated with Modifications to the Ameren Illinois Distribution System required in connection with Customer's request(s) for new or additional WDS. The specifications for an individual Modifications project shall be set forth in an Attachment A, "Project Specifications," with financial arrangements and geographic and Delivery Point information included in additional Attachments A-1 through A-4, as applicable and each such Attachment A package shall be filed at FERC in accordance with the Confidential Information provisions in Section 11.11.
- 1.2 Transmission Arrangements.** Transmission Service does not fall within the scope of this Agreement. All arrangements for Transmission Service must be made under the MISO Tariff.
- 1.3 Wholesale Distribution Service.** The provision of WDS shall be governed by Schedule 11 of the MISO Tariff and the WDS Agreement in effect between the Parties, as it may be amended to reflect projects governed by this Agreement.

2. DEFINITIONS

As used in this Agreement, the capitalized terms shall have the following meanings.

- 2.1 "Customer"** has the meaning given to it in the preamble of this Agreement.
- 2.2 "Customer-Built Facilities"** shall mean those facilities associated with Modifications to be constructed and owned by Customer, on Customer's side of the interconnection between Company's Distribution System and Customer's distribution system.
- 2.3 "Delivery Point(s)"** shall mean the point or points at which the ownership of the Ameren Illinois Distribution System ends and the ownership of the Customer's system begins, and at which point or points Company delivers power to Customer.
- 2.4 "Dedicated Tap-Related Connection Facilities"** has the meaning given to it in Section 4.1 of this Agreement.
- 2.5 "Distribution Connection Facilities"** has the meaning given to it in Section 4.2 of this Agreement.
- 2.6 "Distribution System"** shall mean the electrical system owned and operated by Ameren Illinois to deliver power to customers, which facilities are sized and configured at voltage levels appropriately classified and recorded in the plant records of Ameren Illinois as distribution plant (generally 12 kV, 34.5 kV, 69 kV or radial 138 kV) and used in the provision of Wholesale Distribution Service.
- 2.7 "FERC"** shall mean the Federal Energy Regulatory Commission or its successor.
- 2.8 "Force Majeure"** shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to

machinery or equipment, any 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.

- 2.9 “Good Utility Practice”** shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known to 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. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by the Federal Power Act Section 215(a)(4).
- 2.10 “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.
- 2.11 “Members”** shall mean any entity that is, joins, or becomes a member of Customer that has load, electric distribution, or generation within the Ameren Illinois Local Balancing Authority, as defined in the MISO Tariff.
- 2.12 “MISO”** shall mean the Midcontinent Independent System Operator, Inc., or any successor entity(ies) that is responsible for functional control of the operation of part or all of the Ameren Illinois transmission facilities.
- 2.13 “MISO Tariff”** shall mean MISO’s Open Access Transmission, Energy and Operating Reserve Markets Tariff, as it is in effect and may be amended from time to time.
- 2.14 “Modifications”** shall mean the facilities to be constructed, as additions, replacements and/or modifications to the Ameren Illinois Distribution System, in connection with Customer’s request for new or additional WDS and as described in one or more Project Specifications.
- 2.15 “NERC”** shall mean the North American Electric Reliability Corporation or its successor.
- 2.16 “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.
- 2.17 “Regulatory Requirements”** shall mean any FERC policies including NERC reliability standards or any applicable regional reliability standards or requirements, or policies of MISO or any Governmental/Regulatory Authority having jurisdiction over

the Parties with regard to the subject matter of this Agreement, or any successor to any of these.

2.18 “Transmission Service” has the meaning given to the term in the MISO Tariff.

3. CONSTRUCTION SECURITY

3.1 Modifications. The Company shall determine Modifications that will be described in the Project Specifications. The Company shall exercise Reasonable Efforts to design, engineer, construct, install and place in service (the “Design and Construction Process”) the Modifications in accordance with a schedule outlined in the Project Specifications. The Company shall begin the Design and Construction Process for the Modifications upon execution of the relevant Attachment A, and notes that in the normal course construction typically takes approximately 24 months from such date; the Company shall exercise commercially reasonable efforts to meet Customer’s requested in-service date.

3.2 Security. The Company may request that Customer provide security for the estimated costs of the Modifications, as specified in the Project Specifications, in the form of a letter of credit in favor of Ameren Illinois in the amount designated in, and in accordance with the specifications of, Attachment A-1 (the “Letter of Credit”) or in another form of security acceptable to the Company. Notwithstanding the foregoing, Customer shall not be obligated to provide Company with security as long as Customer has an Investment Grade Credit Rating.

3.3 Monitoring and Inspection. Upon reasonable notice, the Company may inspect any or all of the Customer-Built Facilities being installed and/or constructed to ensure conformity with this Agreement.

4. COST RESPONSIBILITY

4.1 Dedicated Tap-Related Connection Facilities. For Modifications required to accommodate a request from Customer for the sole benefit of a Delivery Point (“Dedicated Tap-Related Connection Facilities”), Customer will compensate the Company by means of an up front, lump sum payment, adjusted for income tax gross-up. Facilities to which this provision shall apply are tap-related costs, such as disconnect switches located in the main line on either side of the Delivery Point, owned by Ameren Illinois (“Main Line Switches”), meter structures and other Customer driven tap-point modification costs. When a lump sum payment arrangement is applied, the lump sum payment shall be equal to the estimated total installed costs to be incurred by the Company, plus income tax gross-up at the rate applicable at the time the relevant Attachment A is executed, with the income tax gross up amount trued up to reflect the rate applicable at the time the Modifications are placed in service. Modifications for which a lump sum payment is made under this Section 4.1 shall not be included in plant in any future WDS cost of service study or rate. In addition, ongoing costs for Good Utility Practice maintenance of such Dedicated Tap-Related Connection Facilities shall be billed to Customer as incurred by the Company. Upon

agreement of the Parties on facilities that require replacement at a later date, Customer shall be responsible to the Company for any applicable replacement costs; provided, however, that Customer shall not be responsible for any replacement costs caused by Company's gross negligence.

- 4.2 Distribution Connection Facilities.** "Distribution Connection Facilities" are the Modifications made to the Distribution System and/or other facilities required to connect a Delivery Point to the Distribution System to accommodate the electrical service requirements of Customer, which are not Dedicated Tap-Related Connection Facilities covered under Section 4.1 of this Agreement or that are not paid for by Customer through a System Expansion and/or Modification Guarantee as provided in Section 4.3 of this Agreement, and which can be found as Attachment A-2 to this Agreement. Until such time as the charges for Distribution Connection Facilities are included in the monthly charge for WDS as specified in the definition of the Fixed Charge below, Customer shall compensate the Company for Distribution Connection Facilities on a monthly basis pursuant to the following formula:

$$FC = \frac{(DCF \times LRS) \times FCR}{12}$$

Where:

FC = Fixed Charge per month applicable to Customer for Distribution Connection Facilities. Such Fixed Charge shall be shown on Customer's monthly invoice from Company as a separate line item and shall remain in effect from the first day of the month following the Distribution Connection Facilities' in-service date, to the date on which such Distribution Connection Facilities are included in the computation of a revised WDS rate placed into effect after the Company's updated cost of service study is accepted by the FERC ("Company's Next WDS Rate Case"), at which time any such pre-existing Fixed Charge(s) per month for such Distribution Connection Facilities will cease.

DCF = Cost of the Distribution Connection Facilities. The installed costs (equipment, labor and overhead costs) of the Distribution Connection Facilities shall be estimated and specified in Section 1.0 of Attachment A, Project Specifications, and shall be made up of the costs of lines, poles, substations, switches (includes only Company-owned system switches, e.g., switches at three-way corners and bulk supply substations, and not Customer-specific or Company-distribution-substation-related switches), and all other components of the Distribution System. For purposes of this Agreement and without prejudice to the methodology for Company's Next WDS Rate Case, the installed costs of Distribution Connection Facilities to be charged through the Fixed Charge will be based on actual cost (equipment, labor and overhead costs) net of any plant retired but shall exclude any Dedicated Tap-Related Connection Facilities paid for on a lump sum basis.

LRS = Load Ratio Share ("LRS") of the relevant Area Distribution System ("ADS") for Customer shall be based on the test year LRS from the Company's Most Recent

WDS Rate Case in order to equitably allocate the costs of Distribution Connection Facilities between Customer and all other retail and wholesale customer loads within the ADS. For Distribution Connection Facilities which connect a Delivery Point to the ADS but are not part of an ADS to which Customer is then currently connected, a different LRS shall be specifically determined based on the Customer's percentage usage of the facilities, and applied consistently with the methodology in the Company's Most Recent WDS Rate Case.

FCR = Annual Fixed Carrying Charge Rate, which will be determined on a gross plant basis and using an FCR rate of 13.50 percent.

- 4.3 System Expansion and/or Modification Guarantee.** When, in connection with a request for Modifications by the Customer, Customer load growth, as defined in this Section 4.3, requires the Company to modify or expand its Distribution System to accommodate large new loads served by the Customer, Customer will be subject to a System Expansion and/or Modification Guarantee in the form of Attachment A-2 hereto. Such System Expansion and/or Modification Guarantee, which will be filed at FERC with the Project Specifications, is designed to protect the Company, its customers and other stakeholders from the risk that such expected new large load does not materialize or produce adequate incremental WDS revenue to support the Company's investment in new facilities.

Normal load growth on Customer's system will not be subject to a System Expansion and/or Modification Guarantee. The following criteria will be used to determine whether system load growth is in excess of normal load growth and therefore subject to a System Expansion and/or Modification Guarantee:

- 4.3.1 In the case where (i) Customer load is served at multiple Delivery Points from a single Ameren Illinois distribution line and source substation and (ii) Customer identifies a new large load that is expected to increase the combined peak demand for all distribution Delivery Points served from that single Ameren Illinois distribution line and source substation by the greater of (a) 1 megawatt ("MW") or (b) 5% of the peak demand measured in MW over and above Customer's combined Delivery Point forecasted peak demand measured in MW for the year Modifications to serve the increase in load are expected to be in service. The combined Delivery Point forecasted peak demand shall be for only those Delivery Points served from the single Ameren Illinois distribution line and source substation.
- 4.3.2 In the case where (i) Customer load is served at a single Delivery Point and (ii) Customer identifies a new large load that is expected to increase the peak demand for the single Delivery Point by the greater of (a) 1 MW or (b) 5% of the peak demand measured in MW over and above Customer's Delivery Point forecasted peak demand measured in MW for the year Modifications to serve the increase in load are expected to be in service.

If the Modifications provide capacity in excess of the amount necessary to serve Customer's new large load, Customer will be required to guarantee only the portion of the costs of Modifications attributable to serving the Customer's projected new large load.

- 4.4 Identification of Cost Responsibility.** The determination as to which Modifications are Dedicated Tap-Related Connection Facilities, Distribution Connection Facilities and/or facilities subject to a System Expansion and/or Modification Guarantee and Customer's cost responsibility for the Modifications will be set forth in the Project Specifications to be mutually agreed upon by the Parties, which agreement shall not be unreasonably withheld, conditioned or delayed. Customer agrees to satisfy its cost responsibility specified in a Project Specification for Modifications through a lump sum payment, Fixed Charge, or System Expansion and/or Modification Guarantee as set forth in Sections 4.1, 4.2, and 4.3, as applicable.

4.5 Metering-Related Charges.

- 4.5.1** Metering poles or structures are Dedicated Tap-Related Connection Facilities and their costs shall be recovered as provided in Section 4.1.

4.5.2 Existing Delivery Points.

4.5.2.1 Customer-Owned Meter Replacement Options.

If Modifications at an existing Delivery Point for which Customer owns the metering equipment include or cause upgrades or replacement of such metering equipment, Customer has the following options:

- 4.5.2.1.1** Customer may choose to continue to own the upgraded or replaced metering equipment and there will be no monthly charge related to such equipment; or
- 4.5.2.1.2** Company shall install and own all metering equipment and Customer will be allowed to pay for the metering equipment up front, in a lump sum. The lump sum payment shall be equal to the estimated total installed costs of the metering equipment, plus income tax gross-up at the rate applicable at the time the relevant Attachment A is executed, with the estimated cost of the metering equipment trued up to actual cost and the income tax gross up amount trued up to reflect the rate applicable at the time the metering equipment is placed in service. Customer shall pay a monthly metering charge for operations and maintenance of such equipment, calculated as the cost of the metering equipment multiplied by 0.0032, which will be reflected in an applicable Attachment A of this Agreement between Company and Customer; or

4.5.2.1.3 Company shall install and own all meter equipment and Customer shall pay the metering charge for the applicable voltage level specified in Exhibit A of the WDS Agreement between Company and Customer.

4.5.2.2 Company-Owned Meter Replacement Options.

If Modifications at an existing Delivery Point for which Company owns the metering equipment include or cause upgrades or replacement of such metering equipment,

4.5.2.2.1 Company will continue to own the upgraded or replaced metering equipment and Customer will be allowed to pay for the metering equipment up front, in a lump sum. The lump sum payment shall be equal to the estimated total installed costs of the metering equipment, plus income tax gross-up at the rate applicable at the time the relevant Attachment A is executed, with the estimated cost of the metering equipment trued up to actual cost and the income tax gross up amount trued up to reflect the rate applicable at the time the metering equipment is placed in service. Customer shall pay a monthly metering charge for operations and maintenance of such equipment, calculated as the cost of the metering equipment, multiplied by 0.0032, which will be reflected in an applicable Attachment A of this Agreement between Company and Customer; or

4.5.2.2.2 Company will continue to own the upgraded or replaced metering equipment and Customer shall pay the metering charge for the applicable voltage level specified in Exhibit A of the WDS Agreement between Company and Customer.

4.5.3 New Delivery Points.

If Modifications establish a new Delivery Point, Customer has the following options:

4.5.3.1 Company shall install and own all metering equipment and Customer will be allowed to pay for the metering equipment up front, in a lump sum. The lump sum payment shall be equal to the estimated total installed costs of the metering equipment, plus income tax gross-up at the rate applicable at the time the relevant Attachment A is executed, with the estimated cost of the metering equipment trued up to actual cost and the income tax gross up amount trued up to reflect the rate applicable at the time the metering equipment is placed in service. Customer shall pay a monthly metering charge for operations and maintenance of such equipment, calculated as the cost of the metering

equipment, multiplied by 0.0032, which will be reflected in Exhibit A of the WDS Agreement between Company and Customer; or

4.5.3.2 Company shall install and own all metering equipment and Customer shall pay the metering charge for the applicable voltage level specified in Exhibit A of the WDS Agreement between Company and Customer.

4.6 Removal Costs. To the extent removal costs associated with Modifications and with existing Delivery Point facilities owned by Ameren Illinois (“Removal Costs”) are not recovered under the Customer’s WDS Agreement with Company, Customer’s financial obligations under this Agreement shall include responsibility for any such unrecovered Removal Costs.

4.7 Invoicing, True Up and Payment. Unless otherwise agreed by Company and Customer in an Attachment A, Company shall prepare and provide to Customer a final statement that sets forth the final installed costs related to the Modifications. Company shall make commercially reasonable efforts to provide the final installed costs within ninety (90) days, but shall provide it no later than six months, after (a) completion of the design, procurement, construction, installation and testing of the Modifications, or (b) earlier termination as provided under Section 7. The final installed costs of the Modifications shall include but are not limited to the cost of the design, engineering, surveying, equipment procurement, construction, delivery/transportation, setup fees, increases/decreases in cost related to commodity prices, the cost effects of currency fluctuations, permits, overtime charges (if requested by Customer), termination costs, related applicable taxes, and any other charges or costs reasonably incurred by Company in connection with the design, construction and installation of the Modifications. The final statement shall reflect true up of the tax gross up amount following the in-service date for the Modifications, as provided for in Sections 4.1 and 4.5, and true up of estimated costs of metering equipment to actual installed costs of metering equipment, as provided for in Section 4.5. Customer shall remit to Company any amounts shown owing by Customer on the final statement within ten (10) business days of receipt of the final statement or within such period as the Parties may mutually agree upon. If the up front payment(s) made by Customer, based on cost estimates, exceed Company’s actual costs, Company will reimburse Customer for such excess payment within 30 days of determining excess payment(s) were made. If requested by Customer, Company will provide detailed documentation supporting its actual costs.

5. FORCE MAJEURE

5.1 Except for obligations to make any payments under a filed Attachment A Project Specifications and to comply with the provisions of this Agreement, the Company and Customer shall be excused from performing their respective obligations under any filed Attachment A Project Specifications 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 an event of Force Majeure, provided that:

- 5.1.1 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 affect the Party's ability to perform its obligations under Attachment A, gives the other Party written notice describing the particulars of the occurrence, including a reasonable estimation of the event of Force Majeure's expected duration and the probable impact on the performance of the non-performing Party's obligations under Attachment A;
- 5.1.2 the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the event of Force Majeure;
- 5.1.3 the non-performing Party uses all Reasonable Efforts to remedy its inability to perform; and
- 5.1.4 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.

6. LIABILITY AND INDEMNIFICATION

- 6.1 Limitation and Damages.** Under no circumstance shall either Company or the Customer or their respective affiliates, members, directors, alternate directors, officers, employees and agent, 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.
- 6.2 Indemnification.** The Parties shall indemnify, defend and hold harmless each other (and their respective directors, members, officers, employees, and agents) for any Third-Party Claims arising from the indemnifying Party's negligence or willful misconduct, or the negligence or willful misconduct of the indemnifying Party's employees, agents, suppliers, contractors or subcontractors, in connection with the performance of this Agreement. "Third Party Claims" means all claims, demands, losses, costs, expenses, damages (including, without limitation, direct, indirect, incidental, consequential, special, exemplary, and punitive damages), judgments, actions, payments made in settlement, arbitration awards, and liabilities, including reasonable attorney's fees, arising out of death, bodily injury or property damage brought by any individual, entity, partnership, association, or Governmental Authority which is not a Party to this Agreement (each a "Third Party").
- 6.3 Survival.** The limitation of liability provided for, and the indemnification obligations of each Party under this Agreement, 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 this Agreement.

7. BREACH, CURE AND DEFAULT, AND DISPOSITION OF FACILITIES UPON TERMINATION

7.1 Events of Breach. A breach of this Agreement shall include:

- 7.1.1 The failure to comply with, or perform, any material term or condition of this Agreement or any Attachment A, including but not limited to any material breach of a representation, warranty or covenant made in this Agreement;
- 7.1.2 A Party: (i) by decree of a court of competent jurisdiction, being adjudicated bankrupt or insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law which is not dismissed within thirty (30) days; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator;
- 7.1.3 Assignment of this Agreement in a manner inconsistent with its terms;
- 7.1.4 Failure of any Party to provide access rights, or a Party's attempt to revoke or terminate access rights, as provided for inspection and testing under the Project Specifications and Section 3.3 of this Agreement; or
- 7.1.5 Failure of any Party to provide information or data to another Party as required under this Agreement or any Attachment A, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement or any Attachment A or to satisfy Regulatory Requirements.

7.2 Cure and Default.

- 7.2.1 A Party automatically will be deemed to be in "Default" of this Agreement upon the occurrence of any one of the events described in Sections 7.1.2 of this Agreement.
- 7.2.2 Upon the occurrence of any event of breach other than those described in Section 7.1.2, any Party to this Agreement not in breach (hereinafter a "Non-Breaching 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 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 this Agreement.

- 7.2.3 Upon the occurrence of a Default, any Non-Breaching Party may, subject to the limitations contained in Section 7.2.2, terminate this Agreement or any Attachment A 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 or the Attachment A on account of such Default may not occur absent a final, binding and non-appealable decision by FERC, an arbitrator, or a court of competent authority having jurisdiction making a determination of said Default.

7.3 Disposition of Facilities upon Termination.

- 7.3.1 Upon termination of this Agreement or an Attachment A at the request of the Customer or through default by the Customer, unless otherwise agreed by the Parties in writing, the Company shall:
 - 7.3.1.1 prior to the construction and installation of any portion of the Modifications, to the extent possible, cancel any pending orders of, or return, such Modifications to the extent that such orders or Modifications are not required by the Company for other purposes;
 - 7.3.1.2 unless otherwise determined by the Company to cause a safety issue, keep in place any portion of the Modifications already constructed and installed; and
 - 7.3.1.3 perform such work as may be necessary to ensure the safety of persons and property and to preserve the integrity of the Company’s transmission system and Distribution System (e.g., construction demobilization, wind-up work).
- 7.3.2 Upon termination of this Agreement or an Attachment A and submission of an itemized bill by the Company, Customer shall reimburse the Company within 30 days from the date of a Company invoice in a single lump sum payment, for any costs incurred by the Company in performance of the actions required or permitted by Section 7.3.1 and for any costs incurred by the Company, including design, drafting, and engineering, for any portion of the Modifications described in one or more Project Specifications.
- 7.3.3 Upon termination of this Agreement or an Attachment A and prior to the construction and installation of any portion of the Modifications, the Company may, at its option, retain any portion of such materials not cancelled or returned in accordance with Section 7.3.1, in which case the Company shall be responsible for all costs associated with procuring such materials. To the extent that Customer has already paid the Company for any or all of such costs, the

Company shall refund such amounts, without interest, to Customer. If the Company elects to not retain any portion of such materials that it was not able to cancel or return, the Company shall convey and make available to Customer such materials as soon as practicable after Customer has made full payment for such materials.

- 7.3.4 Notwithstanding anything to the contrary, if this Agreement or an Attachment A is terminated by the Company for any reason not attributed to default by the Customer or as mutually agreed to in writing between the Company and the Customer, the Customer shall not be liable for any costs incurred by the Company, in relation to or arising from this Agreement or the Attachment A Project Specifications.

8. INSURANCE

- 8.1 Types of 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:

- 8.1.1 Commercial general liability insurance, which shall name the other Party, its subsidiaries, affiliates, their officers, directors and employees as 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
- 8.1.2 Workers Compensation insurance with statutory limits and Employer's liability insurance with limits of not less than \$1,000,000 each accident/disease; and
- 8.1.3 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. Each Party shall name the other Party as an additional insured on a primary and non-contributory basis; and
- 8.1.4 Excess liability insurance with a limit of not less than \$2,000,000 per occurrence. Such insurance shall be excess over items 8.1.1 and 8.1.3 listed above in this Section 8. Each Party shall name the other Party as an additional insured on a primary and non-contributory basis.

- 8.2 Self-Insurance.** Alternatively, each Party may self-insure the above insurance coverages as long as the other Party agrees that the self-insuring Party's current insurance arrangements constitute acceptable self-insurance for purposes of this Agreement.

- 8.3 Waiver of Subrogation Rights.** Each Party agrees to waive and will require its insurers to waive all rights of subrogation against the other Party, as it relates to this Agreement on all of the insurance coverages in this Section 8.

- 8.4 Notice of Cancellation or Modification.** Each insurance policy provided by the Parties shall provide the policy may not be canceled or materially changed without giving the other Party fifteen (15) days prior written notification thereof.
- 8.5 Certificates of Insurance.** Upon request of either Party, each Party will furnish certificates of insurance or self-insurance to the other Party evidencing the insurance required of such Party pursuant to this Agreement.
- 8.6 No Limitation or Expansion of Liability.** The provision of any insurance required above may not be construed to limit or expand the liability of either Party hereto under this Agreement.

9. DISPUTES

- 9.1 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 not later than the latter of sixty (60) days after the circumstances which gave rise to the claim or dispute have taken place or sixty (60) days 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.
- 9.2 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.
- 9.3 Termination of ADR.** Notwithstanding the provisions of Section 9.2, 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 regulatory authority of competent jurisdiction.

10. NOTICES

- 10.1 Notices.** Any notice, authorization, invoice, or consent required or permitted under this Agreement or an Attachment A will be deemed properly given if: (1) provided in writing and delivered in person; (2) delivered to a nationally recognized overnight courier service and properly addressed with the delivery charges prepaid; or (3) sent by electronic communication or facsimile, with conformation of successful transmission, to the intended recipient as designated in Section 10.2. A Party may change its notice information by giving the other Party notice in accordance with this Section 10.
- 10.2 To Ameren Illinois:**

Kay Janeen Tapscott
Ameren Services
2460 N Jasper St., K-30 (IP)
Decatur, IL 62526

With a copy to:

General Counsel
Ameren Services Company
1901 Chouteau Avenue
St. Louis, MO 63166

General Inquiries to Ameren Illinois may be directed to:

Brian Cuffle
Ameren Illinois
200 West Washington Street
Springfield, IL 62701

To Customer:

Sean Middleton
President/ CEO
Rural Electric Convenience Cooperative
3973 IL-104
Auburn, IL 62615

With a copy to:

N/A

11. MISCELLANEOUS

- 11.1 Governing Law.** This Agreement and Attachment A will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois, without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America.
- 11.2 Relationship of Parties; No Third-Party Beneficiaries.** Nothing contained in this Agreement or Attachment A will be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to any of the Parties. Each Party will be individually responsible for its own covenants, obligations, and liabilities under this Agreement and Attachment A.

Nothing in this Agreement or Attachment A will be construed to create a duty to, any standard of care with reference to, or any liability or inference of liability to a Third Party.

- 11.3 No Conflicting Agreement or Obligations.** Each Party represents and warrants that the execution of this Agreement and Attachment A, and the performance of its obligations under them, have been duly authorized and do not conflict with any other agreements or binding obligations applicable to it.
- 11.4 Assignment.** This Agreement and Attachment A will result in the benefit of, and be binding upon, the Parties and their respective successors and assignees. Any Party may assign, transfer, or subcontract all or any part of its rights and obligations under this Agreement or Attachment A, provided that the Party whose rights and obligations have been assigned, transferred, or subcontracted will continue to have the primary responsibility for all of its obligations set forth in this Agreement and Attachment A unless relieved of its obligations by written consent of the other Party; and provided further that any person or business entity that takes ownership or control of all or substantially all of Customer's assets shall be required to take assignment of Customer's rights and obligations under this Agreement and Attachment A.
- 11.5 Recitals, Headings and Subtitles.** The recitals, headings, and subtitles in this Agreement and Attachment A are for the convenience of the Parties and are not to be used for its construction or interpretation.
- 11.6 Complete Agreement; Amendment.** This Agreement and Attachment A Project Specifications set forth the entire agreement, and supersede any and all prior agreements, of the Parties with respect to the subject matter; provided, however, that any facilities construction agreement between the Parties now in force shall remain in force until it terminates by its own terms, unless otherwise negotiated between the Parties. No amendment of any provision of this Agreement or Attachment A Project Specifications will be valid unless set forth in a written amendment hereafter signed by authorized representatives of 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 of review.
- 11.7 Waiver.** Any waiver at any time by any Party of its rights with respect to any breach of this Agreement or Attachment A Project Specifications, or with respect to any other matter arising in connection with this Agreement or Attachment A Project Specifications, will not constitute or be deemed a waiver with respect to any other breach or other matter arising in connection with this Agreement or Attachment A Project Specifications.

11.8 Counterparts. This Agreement and Attachment A Project Specifications may be executed in counterparts including attachments, which taken together will constitute single original document(s).

11.9 Execution and Effective Date. This Agreement shall be executed by duly authorized representatives of the Parties. Subject to required regulatory authorizations, including, without limitation, acceptance or approval by FERC under Section 205 of the Federal Power Act, this Agreement shall be effective on the date set forth in the first paragraph (the “Effective Date”).

11.10 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of subcontractors as it deems appropriate to perform its obligations under this Agreement or Attachment A Project Specifications; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement or Attachment A Project Specifications. Each Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement or Attachment A Project Specifications upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party. No subcontractor is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement or Attachment A Project Specifications.

11.11 Provision of Confidential Information.

11.11.1 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; except that Customer may disclose Confidential Information to its Members or entities served by this Agreement provided that Customer ensures that the Members or entities will maintain the Confidential Information in accordance with this Section 11.11. 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 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.

11.11.2 Definition. “Confidential Information” means any confidential, proprietary or trade secret information of 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 another 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 that the information is confidential. The one-line diagrams to be included in each Attachment A under 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.

11.11.3 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.

11.11.4 Use of Confidential Information. Any Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its Regulatory Requirements, or in any proceeding under Section 9 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.

11.11.5 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 Section 11.11. 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 Section 11.11.

11.11.6 Survival. The confidentiality provisions of this Section 11.11 shall survive termination of this Agreement for a period of two (2) years.

11.12 Effective Date; 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 Section 11.12. This Agreement shall continue in effect after the end of said initial term, unless and until the Wholesale Connection Agreement by and between Rural Electric Convenience Cooperative and Ameren Services Company, on behalf of and as designated agent for Ameren Illinois Company, then on file with FERC terminates by its terms, at which time this Agreement shall terminate, subject to Section 11.13.

11.13 FERC Approval of Termination. No termination hereunder shall become effective until the terminating Party (or the Parties jointly) tender(s) to FERC any amendment or any other required notification of termination of this Agreement and obtains such acceptance thereof by FERC as may be necessary to comply with applicable Regulatory Requirements.

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
AS AGENT FOR
AMEREN ILLINOIS COMPANY**

Rural Electric Convenience Cooperative

By: 

Title: Sr. Vice President

Date: June 26, 2026

By: 

Title: Board Chairman

Date: June 23, 2026

ATTACHMENT A
PROJECT SPECIFICATIONS

Attachment A

Project Specifications

These Project Specifications (“Project Specifications”) are agreed to under the Distribution Wholesale Umbrella Construction Agreement between Ameren Illinois Company and Rural Electric Convenience Cooperative dated _____ (“Umbrella Construction Agreement”) as of _____, _____, by and between **Rural Electric Convenience Cooperative**, an Illinois not-for-profit corporation (“Customer”), and **Ameren Illinois Company** d/b/a Ameren Illinois, a corporation organized and existing under the laws of the State of Illinois (“Company”). Customer and Company may be referred to herein individually as a “Party” and collectively as the “Parties.” These Project Specifications are accurate as of the date last signed on the signature page below and, in addition to the terms and conditions contained herein, are subject to the terms and conditions of the Distribution Wholesale Umbrella Construction Agreement in place between Ameren Illinois Company and Rural Electric Convenience Cooperative. dated November 13, 2017, (“Umbrella Construction Agreement”).

RECITALS

WHEREAS, Company owns electric facilities and is engaged in transmission and distribution of electric power and energy; and

WHEREAS, Company and Customer are parties to the Umbrella Construction Agreement; and

WHEREAS, Customer has requested that Company construct the following Modifications pursuant to the Umbrella Construction Agreement:

_____; and

WHEREAS, Customer has requested, and Company has agreed to these Attachment A Project Specifications and all Attachments hereto pursuant to the Umbrella Construction Agreement for the purpose of facilitating construction of the requested Modifications; and

WHEREAS, Customer agrees to provide payment for the costs to Company in accordance with the Umbrella Construction Agreement and all applicable ongoing payments that shall be assigned to the Customer in a revised WDS Agreement.

NOW, THEREFORE, in accordance with the Umbrella Construction Agreement pursuant to which this Attachment A Project Specifications is completed and executed and all provisions of which are incorporated herein, this Attachment A Project Specifications shall be effective as of its date of execution by all Parties, or such other date as it is permitted to become effective by the Federal Energy Regulatory Commission.

This Attachment A, Project Specifications, shall continue in full force and effect until the date upon which the Modifications have been completed and each Party has complied with all provisions of this Attachment A Project Specifications, the Umbrella Construction Agreement, any related payment provisions contained in the WDS Agreement, and all laws and regulations applicable to these agreements. The Parties may terminate this Attachment A Project Specifications in advance of that date only by mutual consent or pursuant to the Umbrella Construction Agreement.

1.0 The Modifications.

1.1 Company shall install, own, operate, and maintain the following facilities:

1.1.1 Dedicated Tap-Related Facilities:

1.1.2 Distribution Connection Facilities:

1.1.3 Estimated Costs:

Dedicated Tap-Related Facilities

Cost Estimate

Tax Gross Up (included in cost estimate)

Total Cost Estimate

The costs shown above are estimated values. Final values will be based on the actual cost of installation with such actual costs to be itemized on Company's invoice to Customer. The tax gross up rate shown above is the rate in effect at the time of execution of this Project Specification and reflects bonus depreciation as presently enacted by Congress. The tax gross up rate in effect at the time the facilities are placed in service is the rate that will apply for the final installed costs. If bonus depreciations is not in effect at that time, the tax gross up rate may be in the range of 25% to 30%.

Customer shall make a lump sum payment to Company of \$____, as based on Total Cost Estimate shown above, prior to construction. Following completion of the project, Company will true up the values, based on actual installed costs, and either invoice Customer for the added costs or provide a refund in the event actual installed costs are lower than estimated, as provided in Section 4.7 of the Umbrella Construction Agreement.

2.0 Customer-Built Facilities.

3.0 Cost Estimates and Payment. Customer and Company hereby acknowledge and agree that the costs listed in paragraph 1.0 above are a non-binding estimate of Company's total costs for the Modifications. Customer agrees to pay Company for the Modifications as provided in Section 4 of the Umbrella Construction Agreement. Specifically, Customer will:

_____ make a lump sum payment equal to the total installed costs incurred by Company, plus income tax gross-up, for Dedicated Tap-Related Connection Facilities under Section 4.1 of the Umbrella Construction Agreement

_____ pay Company on a monthly basis the Fixed Charge per month applicable to Customer for Distribution Connection Facilities under Section 4.2 of the Umbrella Construction Agreement

_____ agree to a System Expansion and/or Modification Guarantee in the form of Attachment A-2

4.0 Schedule and Milestones. The schedule and milestones for the Modifications shall be as follows:

Estimated in-service date for this project is within 90 days of the date that this Attachment A Project Specifications is executed. Company will attempt to meet this date; however, such date is non-binding and is dependent on such things as material lead time requirements, weather, and other factors which may affect the schedule of events.

5.0 Inspection and Testing. Upon the completion of the installation of the Modifications under this Attachment A, Company shall have the right to witness the inspection and testing of all Customer-Built Facilities described in Section 2.0. Customer shall provide reasonable notice to Company prior to such testing so that Company may have representatives present for the tests. Customer shall provide to Company written certified copies of the test results for Company's records, as applicable.

6.0 Delivery Point. The Delivery Point is located at the point of change in ownership of facilities, at the following location:

7.0 Scheduled Outage. Customer and Company shall jointly determine an acceptable time period for the outage to complete the work in accordance with Good Utility Practice.

8.0 Coordination of Design Details. Customer and Company shall coordinate the design details for the new line taps and associated structures, including but not limited to line loads, physical layout and structure locations, and any other facilities that the Parties determine to be appropriate. All such design details are subject to the approval of Company.

9.0 Jurisdictional and Functional Authority.

Company- (Specify Authority)

Customer- (Specify Authority)

In witness whereof, the Parties have caused this Attachment A Project Specifications and Attachments to be executed and attested by their respective officers.

Rural Electric Convenience Cooperative

By: _____

Name (Printed): _____

Title: _____

Date: _____

Ameren Services Company as designated agent for Ameren Illinois Company

By: _____

Name (Printed): _____

Title: _____

Date: _____

Letter of Credit

-
- This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Attachment A-2
Wholesale System Expansion and/or Modification Guarantee



WHOLESALE SYSTEM EXPANSION and/or MODIFICATION GUARANTEE
("SEMG")

In accordance with the Distribution Wholesale Umbrella Construction Agreement between Ameren Illinois Company and Rural Electric Convenience Cooperative on file with the Federal Energy Regulatory Commission, and in accordance with the provisions shown below, Ameren Illinois Company ("Company") shall make available to Rural Electric Convenience Cooperative. ("Customer") electric service by expansion and/or modification of its Distribution System to the following Customer Delivery Point:

Delivery Point Name _____;
Located at/near _____, IL.

1. Customer's cost for the expansion of electric distribution service shall be based on the following:

- | | | |
|---|------------|-----------|
| • Estimated Cost for Expansion and/or Modifications * | (Amount A) | \$ _____ |
| • Amount Subject to Guarantee** (Amount B not to exceed Amount A) | (Amount B) | \$ _____ |
| • Required Non-Refundable Advance Contribution [Amount A – Amount B]*** | (Amount C) | \$ _____ |
| • Monthly Guarantee Charge [Amount B divided by 84 (84 months)] | (Amount D) | \$ _____ |
| • Present Average Monthly WDS Charge**** (only for existing applicable Delivery Point(s)) | (Amount E) | \$ _____ |
| • Required Monthly Amount [Sum of Amounts D and E] | (Amount F) | \$ _____ |
| • Total Required Amount [Amount F multiplied by 84 (84 months)] | (Amount G) | \$ _____, |

*Amount A - Estimated Cost for Expansion and/or Modification(s) is Company's engineering estimate of the Customer's pro-rata share of the overall system expansion costs. In the event the actual cost of Work on any project having an Estimated Cost for Extension or Modification (Amount A) of \$100,000 or more increases or decreases from said Estimated Cost by 10% or more, and by at least \$25,000, Company shall refund or bill the difference within one hundred eighty (180) days of completion of the installation of such facilities. Such costs shall determine the final Non-refundable Advance Contribution and Amount Subject to Guarantee. For avoidance of doubt, there will be no true-up of costs on any project having an Estimated Cost

for Extension or Modification of less than \$100,000. If Customer's Non-refundable Advance Contribution to the Company exceeds the total actual costs of the Company built facilities less the Amount Subject to Guarantee, the Company shall refund to the Customer the excess contribution. In the event the Customer's Non-refundable Advance Contribution plus the Amount Subject to Guarantee is less than the total actual costs of the Company built facilities, the Company shall invoice for the amount due and Customer shall pay said invoice. Such payment from the Customer is due and payable within fourteen (14) days from the date of the invoice. All amounts paid by the Customer after actual costs known are Non-refundable.

****Amount B** - Will be the lesser of the quantity of the monthly projected load to be added multiplied by the applicable Customer Wholesale Distribution Service (WDS) kW rate (as provided for in Customer's currently-effective WDS Agreement; however, if a fixed WDS charge is in effect, the WDS per kW rate will be calculated by dividing the applicable fixed WDS charge by the applicable billing demand for the affected Delivery Point(s)) multiplied by 84 months, and the Customer's pro-rata share of the Estimated Cost for Expansion and/or Modification (Amount A).

*****Amount C** - This amount is the up-front cash contribution required from Customer because Customer's new load is not expected to produce adequate incremental WDS revenue to cover Customer's *pro rata* share of the overall system expansion costs over the 84-month period. Initial payment is based on estimated project cost.

Non-Refundable Contribution

Non-Refundable Contribution means an amount paid prior to construction by a Customer and/or Applicant to Company that is not subject to refund. When a Non-Refundable Contribution is greater than \$250,000, Customer and/or Applicant may elect to pay such contribution on a monthly basis for a period of up to 60 months. Monthly payment amount shall be calculated by the Company for the full term of the repayment period using an interest rate equal to the Company's weighted cost of capital most recently approved to set distribution delivery rates. Customer shall enter into a Non-Refundable Contribution agreement in advance of construction. At the Company's sole discretion, additional assurances may be required from the Customer, in the form of letters of credit, surety bonds or other payment arrangements agreed to by the Company.

******Amount E** - For loads added to an existing Delivery Point, the required monthly amount will include a monthly average for the last 12 months' WDS charges for the relevant Delivery Point(s). To calculate the last 12 WDS charges if a fixed WDS charge is in effect, the WDS per kW rate will be calculated by dividing the applicable fixed WDS charge by the applicable billing demand at the Delivery Point level. For new Delivery Points this amount would be zero. Whenever a load addition at an existing Delivery Point is the cause for Modifications, and Customer is able to exclusively meter the new load, Customer may provide such metered usage to Company for purposes of validating that the Monthly Guarantee Charge is being met. In such cases, although load is being added to an existing Delivery Point the calculated Total Required Amount is determined as if this were a new Delivery Point. The Present Average Monthly WDS Charge will not factor into the calculation for the guarantee and is set to zero for purposes of the calculation. Use of Customer's meter for this purpose shall be identified in a footnote in Attachment A-2, as applicable for each specific project

2. The term of this guarantee shall be for eighty-four (84) months, commencing on the first of the month following the month in which the expansion and/or modification for permanent service becomes available for Customer's use.
3. For the 84 months of this guarantee, Customer shall pay Company, whether or not service is used, the following monthly amounts:
 - a) If the total monthly WDS charge for service at Customer's Delivery Point(s) is less than Amount E, then Customer shall pay its current WDS charge plus a Deficiency Payment equal to Amount D.
 - b) When the monthly WDS charge at Customer's Delivery Point(s) is less than amount F, but equals or exceeds Amount E, then Customer shall pay its current WDS charge plus a Deficiency Payment to total but not exceed Amount F.
 - c) If the total monthly WDS charge for service at Customer's Delivery Point equals or exceeds Amount F, then Customer shall pay its actual bill.
4. Every three (3) months, Company shall review payments to determine status of fulfilling the Total Required Amount. If Customer has satisfied the requirement by paying the Total Required Amount (Amount G) before the end of the eighty-four (84) month period, the Customer's guarantee shall be considered fulfilled and Customer shall no longer pay Company in accordance with Section 3. If upon Company's review, Customer's payments have exceeded the Total Required Amount, Company shall provide a credit for the overpayment to Customer on the next monthly Transmission invoice.
5. If at the end of the sixty (84) month guarantee period, Customer has not paid the Total Required Amount (Amount G), Customer will be billed for any outstanding amounts due in the 84th month.
6. If Customer ceases use of the relevant Delivery Point(s) prior to the end of the sixty (84) month period, Customer shall pay Company's actual cost to remove the connection facilities, plus the balance of the Total Required Amount (Amount G) owed by Customer. Company shall invoice Customer for such amount and Customer shall pay amount owed within thirty (30) days of receipt of invoice.
7. All amounts referred to above are exclusive of taxes and other similar charges. To the extent taxes apply, Customer shall be billed for such taxes, as appropriate.

Attachment A-3
Geographic Diagram

Attachment A-4

Delivery Point Diagram

TAB B

Ameren Illinois Company
First Amended and Restated
Distribution Wholesale Umbrella Construction Agreement
between
Ameren Illinois Company
and
Rural Electric Convenience Cooperative

Dated: June 26, 2026

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ATTACHMENT A - Project Specifications

ATTACHMENT A-1 - Letter of Credit

ATTACHMENT A-2 - Wholesale System Expansion and/or Modification
Guarantee

ATTACHMENT A-3 - Geographic Diagram

ATTACHMENT A-4 - Delivery Point Diagram

First Amended and Restated

Distribution Wholesale Umbrella Construction Agreement

This First Amended and Restated Distribution Wholesale Umbrella Construction Agreement (“Agreement”) is entered into as of June 26, 2026, by and between Rural Electric Convenience Cooperative, a not-for-profit corporation organized and existing under the laws of the State of Illinois (“RECC” or “Customer”), and Ameren Illinois Company d/b/a Ameren Illinois, a corporation organized and existing under the laws of the State of Illinois (“Ameren Illinois” or “Company”). Customer and Ameren Illinois may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Customer and Ameren entered into a Distribution Wholesale Umbrella Construction Agreement dated as of November 13, 2017 (“Original UCA”), to establish the requirement, terms, and conditions for the connections of Customer's facilities to the Ameren Illinois Distribution identifying the continuing responsibilities and obligations of the Parties with respect thereto; and

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

WHEREAS, Customer owns electric facilities and is engaged in the wholesale sale and transmission of electric energy to its member cooperatives; and

WHEREAS, Customer's electric facilities are connected to the Ameren Illinois Distribution System and Customer takes Wholesale Distribution Service (“WDS”) from Ameren Illinois under a Wholesale Distribution Service Agreement (“WDS Agreement”) on file with FERC; and

WHEREAS, Customer may, from time to time, request new or additional WDS from Ameren Illinois that necessitates the construction of certain Modifications to the Ameren Illinois Distribution System and the Parties desire to establish the terms and conditions for the construction of, and financial obligations associated with, such Modifications; and

WHEREAS, Customer and Company had simultaneously entered into the Original UCA to establish the requirements, terms, and conditions for the connections of Customer's facilities to the Ameren Illinois Distribution System, and to define the continuing responsibilities and obligations of the Parties with respect thereto.

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:

1. PURPOSE AND SCOPE

- 1.1 Purpose.** The purpose of this Agreement is to set forth the terms and conditions for the construction and the financial obligations associated with Modifications to the Ameren Illinois Distribution System required in connection with Customer's request(s) for new or additional WDS. The specifications for an individual Modifications project shall be set forth in an Attachment A, "Project Specifications," with financial arrangements and geographic and Delivery Point information included in additional Attachments A-1 through A-4, as applicable and each such Attachment A package shall be filed at FERC in accordance with the Confidential Information provisions in Section 11.11.
- 1.2 Transmission Arrangements.** Transmission Service does not fall within the scope of this Agreement. All arrangements for Transmission Service must be made under the MISO Tariff.
- 1.3 Wholesale Distribution Service.** The provision of WDS shall be governed by Schedule 11 of the MISO Tariff and the WDS Agreement in effect between the Parties, as it may be amended to reflect projects governed by this Agreement.

2. DEFINITIONS

As used in this Agreement, the capitalized terms shall have the following meanings.

- 2.1 "Customer"** has the meaning given to it in the preamble of this Agreement.
- 2.2 "Customer-Built Facilities"** shall mean those facilities associated with Modifications to be constructed and owned by Customer, on Customer's side of the interconnection between Company's Distribution System and Customer's distribution system.
- 2.3 "Delivery Point(s)"** shall mean the point or points at which the ownership of the Ameren Illinois Distribution System ends and the ownership of the Customer's system begins, and at which point or points Company delivers power to Customer.
- 2.4 "Dedicated Tap-Related Connection Facilities"** has the meaning given to it in Section 4.1 of this Agreement.
- 2.5 "Distribution Connection Facilities"** has the meaning given to it in Section 4.2 of this Agreement.
- 2.6 "Distribution System"** shall mean the electrical system owned and operated by Ameren Illinois to deliver power to customers, which facilities are sized and configured at voltage levels appropriately classified and recorded in the plant records of Ameren Illinois as distribution plant (generally 12 kV, 34.5 kV, 69 kV or radial 138 kV) and used in the provision of Wholesale Distribution Service.
- 2.7 "FERC"** shall mean the Federal Energy Regulatory Commission or its successor.
- 2.8 "Force Majeure"** shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to

machinery or equipment, any 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.

- 2.9 “Good Utility Practice”** shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known to 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. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by the Federal Power Act Section 215(a)(4).
- 2.10 “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.
- 2.11 “Members”** shall mean any entity that is, joins, or becomes a member of Customer that has load, electric distribution, or generation within the Ameren Illinois Local Balancing Authority, as defined in the MISO Tariff.
- 2.12 “MISO”** shall mean the Midcontinent Independent System Operator, Inc., or any successor entity(ies) that is responsible for functional control of the operation of part or all of the Ameren Illinois transmission facilities.
- 2.13 “MISO Tariff”** shall mean MISO’s Open Access Transmission, Energy and Operating Reserve Markets Tariff, as it is in effect and may be amended from time to time.
- 2.14 “Modifications”** shall mean the facilities to be constructed, as additions, replacements and/or modifications to the Ameren Illinois Distribution System, in connection with Customer’s request for new or additional WDS and as described in one or more Project Specifications.
- 2.15 “NERC”** shall mean the North American Electric Reliability Corporation or its successor.
- 2.16 “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.
- 2.17 “Regulatory Requirements”** shall mean any FERC policies including NERC reliability standards or any applicable regional reliability standards or requirements, or policies of MISO or any Governmental/Regulatory Authority having jurisdiction over

the Parties with regard to the subject matter of this Agreement, or any successor to any of these.

2.18 “Transmission Service” has the meaning given to the term in the MISO Tariff.

3. CONSTRUCTION SECURITY

3.1 Modifications. The Company shall determine Modifications that will be described in the Project Specifications. The Company shall exercise Reasonable Efforts to design, engineer, construct, install and place in service (the “Design and Construction Process”) the Modifications in accordance with a schedule outlined in the Project Specifications. The Company shall begin the Design and Construction Process for the Modifications upon execution of the relevant Attachment A, and notes that in the normal course construction typically takes approximately 24 months from such date; the Company shall exercise commercially reasonable efforts to meet Customer’s requested in-service date.

3.2 Security. The Company may request that Customer provide security for the estimated costs of the Modifications, as specified in the Project Specifications, in the form of a letter of credit in favor of Ameren Illinois in the amount designated in, and in accordance with the specifications of, Attachment A-1 (the “Letter of Credit”) or in another form of security acceptable to the Company. Notwithstanding the foregoing, Customer shall not be obligated to provide Company with security as long as Customer has an Investment Grade Credit Rating.

3.3 Monitoring and Inspection. Upon reasonable notice, the Company may inspect any or all of the Customer-Built Facilities being installed and/or constructed to ensure conformity with this Agreement.

4. COST RESPONSIBILITY

4.1 Dedicated Tap-Related Connection Facilities. For Modifications required to accommodate a request from Customer for the sole benefit of a Delivery Point (“Dedicated Tap-Related Connection Facilities”), Customer will compensate the Company by means of an up front, lump sum payment, adjusted for income tax gross-up. Facilities to which this provision shall apply are tap-related costs, such as disconnect switches located in the main line on either side of the Delivery Point, owned by Ameren Illinois (“Main Line Switches”), meter structures and other Customer driven tap-point modification costs. When a lump sum payment arrangement is applied, the lump sum payment shall be equal to the estimated total installed costs to be incurred by the Company, plus income tax gross-up at the rate applicable at the time the relevant Attachment A is executed, with the income tax gross up amount trued up to reflect the rate applicable at the time the Modifications are placed in service. Modifications for which a lump sum payment is made under this Section 4.1 shall not be included in plant in any future WDS cost of service study or rate. In addition, ongoing costs for Good Utility Practice maintenance of such Dedicated Tap-Related Connection Facilities shall be billed to Customer as incurred by the Company. Upon

agreement of the Parties on facilities that require replacement at a later date, Customer shall be responsible to the Company for any applicable replacement costs; provided, however, that Customer shall not be responsible for any replacement costs caused by Company's gross negligence.

- 4.2 Distribution Connection Facilities.** "Distribution Connection Facilities" are the Modifications made to the Distribution System and/or other facilities required to connect a Delivery Point to the Distribution System to accommodate the electrical service requirements of Customer, which are not Dedicated Tap-Related Connection Facilities covered under Section 4.1 of this Agreement or that are not paid for by Customer through a System Expansion and/or Modification Guarantee as provided in Section 4.3 of this Agreement, and which can be found as Attachment A-2 to this Agreement. Until such time as the charges for Distribution Connection Facilities are included in the monthly charge for WDS as specified in the definition of the Fixed Charge below, Customer shall compensate the Company for Distribution Connection Facilities on a monthly basis pursuant to the following formula:

$$FC = \frac{(DCF \times LRS) \times FCR}{12}$$

Where:

FC = Fixed Charge per month applicable to Customer for Distribution Connection Facilities. Such Fixed Charge shall be shown on Customer's monthly invoice from Company as a separate line item and shall remain in effect from the first day of the month following the Distribution Connection Facilities' in-service date, to the date on which such Distribution Connection Facilities are included in the computation of a revised WDS rate placed into effect after the Company's updated cost of service study is accepted by the FERC ("Company's Next WDS Rate Case"), at which time any such pre-existing Fixed Charge(s) per month for such Distribution Connection Facilities will cease.

DCF = Cost of the Distribution Connection Facilities. The installed costs (equipment, labor and overhead costs) of the Distribution Connection Facilities shall be estimated and specified in Section 1.0 of Attachment A, Project Specifications, and shall be made up of the costs of lines, poles, substations, switches (includes only Company-owned system switches, e.g., switches at three-way corners and bulk supply substations, and not Customer-specific or Company-distribution-substation-related switches), and all other components of the Distribution System. For purposes of this Agreement and without prejudice to the methodology for Company's Next WDS Rate Case, the installed costs of Distribution Connection Facilities to be charged through the Fixed Charge will be based on actual cost (equipment, labor and overhead costs) net of any plant retired but shall exclude any Dedicated Tap-Related Connection Facilities paid for on a lump sum basis.

LRS = Load Ratio Share ("LRS") of the relevant Area Distribution System ("ADS") for Customer shall be based on the test year LRS from the Company's Most Recent

WDS Rate Case in order to equitably allocate the costs of Distribution Connection Facilities between Customer and all other retail and wholesale customer loads within the ADS. For Distribution Connection Facilities which connect a Delivery Point to the ADS but are not part of an ADS to which Customer is then currently connected, a different LRS shall be specifically determined based on the Customer's percentage usage of the facilities, and applied consistently with the methodology in the Company's Most Recent WDS Rate Case.

FCR = Annual Fixed Carrying Charge Rate, which will be determined on a gross plant basis and using an FCR rate of 13.50 percent.

- 4.3 System Expansion and/or Modification Guarantee.** When, in connection with a request for Modifications by the Customer, Customer load growth, as defined in this Section 4.3, requires the Company to modify or expand its Distribution System to accommodate large new loads served by the Customer, Customer will be subject to a System Expansion and/or Modification Guarantee in the form of Attachment A-2 hereto. Such System Expansion and/or Modification Guarantee, which will be filed at FERC with the Project Specifications, is designed to protect the Company, its customers and other stakeholders from the risk that such expected new large load does not materialize or produce adequate incremental WDS revenue to support the Company's investment in new facilities.

Normal load growth on Customer's system will not be subject to a System Expansion and/or Modification Guarantee. The following criteria will be used to determine whether system load growth is in excess of normal load growth and therefore subject to a System Expansion and/or Modification Guarantee:

- 4.3.1 In the case where (i) Customer load is served at multiple Delivery Points from a single Ameren Illinois distribution line and source substation and (ii) Customer identifies a new large load that is expected to increase the combined peak demand for all distribution Delivery Points served from that single Ameren Illinois distribution line and source substation by the greater of (a) 1 megawatt ("MW") or (b) 5% of the peak demand measured in MW over and above Customer's combined Delivery Point forecasted peak demand measured in MW for the year Modifications to serve the increase in load are expected to be in service. The combined Delivery Point forecasted peak demand shall be for only those Delivery Points served from the single Ameren Illinois distribution line and source substation.
- 4.3.2 In the case where (i) Customer load is served at a single Delivery Point and (ii) Customer identifies a new large load that is expected to increase the peak demand for the single Delivery Point by the greater of (a) 1 MW or (b) 5% of the peak demand measured in MW over and above Customer's Delivery Point forecasted peak demand measured in MW for the year Modifications to serve the increase in load are expected to be in service.

If the Modifications provide capacity in excess of the amount necessary to serve Customer's new large load, Customer will be required to guarantee only the portion of the costs of Modifications attributable to serving the Customer's projected new large load.

- 4.4 Identification of Cost Responsibility.** The determination as to which Modifications are Dedicated Tap-Related Connection Facilities, Distribution Connection Facilities and/or facilities subject to a System Expansion and/or Modification Guarantee and Customer's cost responsibility for the Modifications will be set forth in the Project Specifications to be mutually agreed upon by the Parties, which agreement shall not be unreasonably withheld, conditioned or delayed. Customer agrees to satisfy its cost responsibility specified in a Project Specification for Modifications through a lump sum payment, Fixed Charge, or System Expansion and/or Modification Guarantee as set forth in Sections 4.1, 4.2, and 4.3, as applicable.

4.5 Metering-Related Charges.

- 4.5.1** Metering poles or structures are Dedicated Tap-Related Connection Facilities and their costs shall be recovered as provided in Section 4.1.

4.5.2 Existing Delivery Points.

4.5.2.1 Customer-Owned Meter Replacement Options.

If Modifications at an existing Delivery Point for which Customer owns the metering equipment include or cause upgrades or replacement of such metering equipment, Customer has the following options:

- 4.5.2.1.1** Customer may choose to continue to own the upgraded or replaced metering equipment and there will be no monthly charge related to such equipment; or
- 4.5.2.1.2** Company shall install and own all metering equipment and Customer will be allowed to pay for the metering equipment up front, in a lump sum. The lump sum payment shall be equal to the estimated total installed costs of the metering equipment, plus income tax gross-up at the rate applicable at the time the relevant Attachment A is executed, with the estimated cost of the metering equipment trued up to actual cost and the income tax gross up amount trued up to reflect the rate applicable at the time the metering equipment is placed in service. Customer shall pay a monthly metering charge for operations and maintenance of such equipment, calculated as the cost of the metering equipment multiplied by 0.0032, which will be reflected in an applicable Attachment A of this Agreement between Company and Customer; or

- 4.5.2.1.3** Company shall install and own all meter equipment and Customer shall pay the metering charge for the applicable voltage level specified in Exhibit A of the WDS Agreement between Company and Customer.

4.5.2.2 Company-Owned Meter Replacement Options.

If Modifications at an existing Delivery Point for which Company owns the metering equipment include or cause upgrades or replacement of such metering equipment,

- 4.5.2.2.1** Company will continue to own the upgraded or replaced metering equipment and Customer will be allowed to pay for the metering equipment up front, in a lump sum. The lump sum payment shall be equal to the estimated total installed costs of the metering equipment, plus income tax gross-up at the rate applicable at the time the relevant Attachment A is executed, with the estimated cost of the metering equipment trued up to actual cost and the income tax gross up amount trued up to reflect the rate applicable at the time the metering equipment is placed in service. Customer shall pay a monthly metering charge for operations and maintenance of such equipment, calculated as the cost of the metering equipment, multiplied by 0.0032, which will be reflected in an applicable Attachment A of this Agreement between Company and Customer; or

- 4.5.2.2.2** Company will continue to own the upgraded or replaced metering equipment and Customer shall pay the metering charge for the applicable voltage level specified in Exhibit A of the WDS Agreement between Company and Customer.

4.5.3 New Delivery Points.

If Modifications establish a new Delivery Point, Customer has the following options:

- 4.5.3.1** Company shall install and own all metering equipment and Customer will be allowed to pay for the metering equipment up front, in a lump sum. The lump sum payment shall be equal to the estimated total installed costs of the metering equipment, plus income tax gross-up at the rate applicable at the time the relevant Attachment A is executed, with the estimated cost of the metering equipment trued up to actual cost and the income tax gross up amount trued up to reflect the rate applicable at the time the metering equipment is placed in service. Customer shall pay a monthly metering charge for operations and maintenance of such equipment, calculated as the cost of the metering

equipment, multiplied by 0.0032, which will be reflected in Exhibit A of the WDS Agreement between Company and Customer; or

4.5.3.2 Company shall install and own all metering equipment and Customer shall pay the metering charge for the applicable voltage level specified in Exhibit A of the WDS Agreement between Company and Customer.

4.6 Removal Costs. To the extent removal costs associated with Modifications and with existing Delivery Point facilities owned by Ameren Illinois (“Removal Costs”) are not recovered under the Customer’s WDS Agreement with Company, Customer’s financial obligations under this Agreement shall include responsibility for any such unrecovered Removal Costs.

4.7 Invoicing, True Up and Payment. Unless otherwise agreed by Company and Customer in an Attachment A, Company shall prepare and provide to Customer a final statement that sets forth the final installed costs related to the Modifications. Company shall make commercially reasonable efforts to provide the final installed costs within ninety (90) days, but shall provide it no later than six months, after (a) completion of the design, procurement, construction, installation and testing of the Modifications, or (b) earlier termination as provided under Section 7. The final installed costs of the Modifications shall include but are not limited to the cost of the design, engineering, surveying, equipment procurement, construction, delivery/transportation, setup fees, increases/decreases in cost related to commodity prices, the cost effects of currency fluctuations, permits, overtime charges (if requested by Customer), termination costs, related applicable taxes, and any other charges or costs reasonably incurred by Company in connection with the design, construction and installation of the Modifications. The final statement shall reflect true up of the tax gross up amount following the in-service date for the Modifications, as provided for in Sections 4.1 and 4.5, and true up of estimated costs of metering equipment to actual installed costs of metering equipment, as provided for in Section 4.5. Customer shall remit to Company any amounts shown owing by Customer on the final statement within ten (10) business days of receipt of the final statement or within such period as the Parties may mutually agree upon. If the up front payment(s) made by Customer, based on cost estimates, exceed Company’s actual costs, Company will reimburse Customer for such excess payment within 30 days of determining excess payment(s) were made. If requested by Customer, Company will provide detailed documentation supporting its actual costs.

5. FORCE MAJEURE

5.1 Except for obligations to make any payments under a filed Attachment A Project Specifications and to comply with the provisions of this Agreement, the Company and Customer shall be excused from performing their respective obligations under any filed Attachment A Project Specifications 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 an event of Force Majeure, provided that:

- 5.1.1 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 affect the Party's ability to perform its obligations under Attachment A, gives the other Party written notice describing the particulars of the occurrence, including a reasonable estimation of the event of Force Majeure's expected duration and the probable impact on the performance of the non-performing Party's obligations under Attachment A;
- 5.1.2 the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the event of Force Majeure;
- 5.1.3 the non-performing Party uses all Reasonable Efforts to remedy its inability to perform; and
- 5.1.4 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.

6. LIABILITY AND INDEMNIFICATION

- 6.1 Limitation and Damages.** Under no circumstance shall either Company or the Customer or their respective affiliates, members, directors, alternate directors, officers, employees and agent, 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.
- 6.2 Indemnification.** The Parties shall indemnify, defend and hold harmless each other (and their respective directors, members, officers, employees, and agents) for any Third-Party Claims arising from the indemnifying Party's negligence or willful misconduct, or the negligence or willful misconduct of the indemnifying Party's employees, agents, suppliers, contractors or subcontractors, in connection with the performance of this Agreement. "Third Party Claims" means all claims, demands, losses, costs, expenses, damages (including, without limitation, direct, indirect, incidental, consequential, special, exemplary, and punitive damages), judgments, actions, payments made in settlement, arbitration awards, and liabilities, including reasonable attorney's fees, arising out of death, bodily injury or property damage brought by any individual, entity, partnership, association, or Governmental Authority which is not a Party to this Agreement (each a "Third Party").
- 6.3 Survival.** The limitation of liability provided for, and the indemnification obligations of each Party under this Agreement, 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 this Agreement.

7. BREACH, CURE AND DEFAULT, AND DISPOSITION OF FACILITIES UPON TERMINATION

7.1 Events of Breach. A breach of this Agreement shall include:

- 7.1.1 The failure to comply with, or perform, any material term or condition of this Agreement or any Attachment A, including but not limited to any material breach of a representation, warranty or covenant made in this Agreement;
- 7.1.2 A Party: (i) by decree of a court of competent jurisdiction, being adjudicated bankrupt or insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law which is not dismissed within thirty (30) days; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator;
- 7.1.3 Assignment of this Agreement in a manner inconsistent with its terms;
- 7.1.4 Failure of any Party to provide access rights, or a Party's attempt to revoke or terminate access rights, as provided for inspection and testing under the Project Specifications and Section 3.3 of this Agreement; or
- 7.1.5 Failure of any Party to provide information or data to another Party as required under this Agreement or any Attachment A, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement or any Attachment A or to satisfy Regulatory Requirements.

7.2 Cure and Default.

- 7.2.1 A Party automatically will be deemed to be in "Default" of this Agreement upon the occurrence of any one of the events described in Sections 7.1.2 of this Agreement.
- 7.2.2 Upon the occurrence of any event of breach other than those described in Section 7.1.2, any Party to this Agreement not in breach (hereinafter a "Non-Breaching 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 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 this Agreement.

- 7.2.3 Upon the occurrence of a Default, any Non-Breaching Party may, subject to the limitations contained in Section 7.2.2, terminate this Agreement or any Attachment A 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 or the Attachment A on account of such Default may not occur absent a final, binding and non-appealable decision by FERC, an arbitrator, or a court of competent authority having jurisdiction making a determination of said Default.

7.3 Disposition of Facilities upon Termination.

- 7.3.1 Upon termination of this Agreement or an Attachment A at the request of the Customer or through default by the Customer, unless otherwise agreed by the Parties in writing, the Company shall:
 - 7.3.1.1 prior to the construction and installation of any portion of the Modifications, to the extent possible, cancel any pending orders of, or return, such Modifications to the extent that such orders or Modifications are not required by the Company for other purposes;
 - 7.3.1.2 unless otherwise determined by the Company to cause a safety issue, keep in place any portion of the Modifications already constructed and installed; and
 - 7.3.1.3 perform such work as may be necessary to ensure the safety of persons and property and to preserve the integrity of the Company’s transmission system and Distribution System (e.g., construction demobilization, wind-up work).
- 7.3.2 Upon termination of this Agreement or an Attachment A and submission of an itemized bill by the Company, Customer shall reimburse the Company within 30 days from the date of a Company invoice in a single lump sum payment, for any costs incurred by the Company in performance of the actions required or permitted by Section 7.3.1 and for any costs incurred by the Company, including design, drafting, and engineering, for any portion of the Modifications described in one or more Project Specifications.
- 7.3.3 Upon termination of this Agreement or an Attachment A and prior to the construction and installation of any portion of the Modifications, the Company may, at its option, retain any portion of such materials not cancelled or returned in accordance with Section 7.3.1, in which case the Company shall be responsible for all costs associated with procuring such materials. To the extent that Customer has already paid the Company for any or all of such costs, the

Company shall refund such amounts, without interest, to Customer. If the Company elects to not retain any portion of such materials that it was not able to cancel or return, the Company shall convey and make available to Customer such materials as soon as practicable after Customer has made full payment for such materials.

- 7.3.4 Notwithstanding anything to the contrary, if this Agreement or an Attachment A is terminated by the Company for any reason not attributed to default by the Customer or as mutually agreed to in writing between the Company and the Customer, the Customer shall not be liable for any costs incurred by the Company, in relation to or arising from this Agreement or the Attachment A Project Specifications.

8. INSURANCE

- 8.1 Types of 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:

- 8.1.1 Commercial general liability insurance, which shall name the other Party, its subsidiaries, affiliates, their officers, directors and employees as 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
- 8.1.2 Workers Compensation insurance with statutory limits and Employer's liability insurance with limits of not less than \$1,000,000 each accident/disease; and
- 8.1.3 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. Each Party shall name the other Party as an additional insured on a primary and non-contributory basis; and
- 8.1.4 Excess liability insurance with a limit of not less than \$2,000,000 per occurrence. Such insurance shall be excess over items 8.1.1 and 8.1.3 listed above in this Section 8. Each Party shall name the other Party as an additional insured on a primary and non-contributory basis.

- 8.2 Self-Insurance.** Alternatively, each Party may self-insure the above insurance coverages as long as the other Party agrees that the self-insuring Party's current insurance arrangements constitute acceptable self-insurance for purposes of this Agreement.

- 8.3 Waiver of Subrogation Rights.** Each Party agrees to waive and will require its insurers to waive all rights of subrogation against the other Party, as it relates to this Agreement on all of the insurance coverages in this Section 8.

- 8.4 Notice of Cancellation or Modification.** Each insurance policy provided by the Parties shall provide the policy may not be canceled or materially changed without giving the other Party fifteen (15) days prior written notification thereof.
- 8.5 Certificates of Insurance.** Upon request of either Party, each Party will furnish certificates of insurance or self-insurance to the other Party evidencing the insurance required of such Party pursuant to this Agreement.
- 8.6 No Limitation or Expansion of Liability.** The provision of any insurance required above may not be construed to limit or expand the liability of either Party hereto under this Agreement.

9. DISPUTES

- 9.1 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 not later than the latter of sixty (60) days after the circumstances which gave rise to the claim or dispute have taken place or sixty (60) days 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.
- 9.2 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.
- 9.3 Termination of ADR.** Notwithstanding the provisions of Section 9.2, 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 regulatory authority of competent jurisdiction.

10. NOTICES

- 10.1 Notices.** Any notice, authorization, invoice, or consent required or permitted under this Agreement or an Attachment A will be deemed properly given if: (1) provided in writing and delivered in person; (2) delivered to a nationally recognized overnight courier service and properly addressed with the delivery charges prepaid; or (3) sent by electronic communication or facsimile, with conformation of successful transmission, to the intended recipient as designated in Section 10.2. A Party may change its notice information by giving the other Party notice in accordance with this Section 10.
- 10.2 To Ameren Illinois:**

Kay Janeen Tapscott
Ameren Services
2460 N Jasper St., K-30 (IP)
Decatur, IL 62526

With a copy to:

General Counsel
Ameren Services Company
1901 Chouteau Avenue
St. Louis, MO 63166

General Inquiries to Ameren Illinois may be directed to:

Brian Cuffle
Ameren Illinois
200 West Washington Street
Springfield, IL 62701

To Customer:

Sean Middleton
President/ CEO
Rural Electric Convenience Cooperative
3973 IL-104
Auburn, IL 62615

With a copy to:

N/A

11. MISCELLANEOUS

- 11.1 Governing Law.** This Agreement and Attachment A will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois, without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America.
- 11.2 Relationship of Parties; No Third-Party Beneficiaries.** Nothing contained in this Agreement or Attachment A will be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to any of the Parties. Each Party will be individually responsible for its own covenants, obligations, and liabilities under this Agreement and Attachment A.

Nothing in this Agreement or Attachment A will be construed to create a duty to, any standard of care with reference to, or any liability or inference of liability to a Third Party.

- 11.3 No Conflicting Agreement or Obligations.** Each Party represents and warrants that the execution of this Agreement and Attachment A, and the performance of its obligations under them, have been duly authorized and do not conflict with any other agreements or binding obligations applicable to it.
- 11.4 Assignment.** This Agreement and Attachment A will result in the benefit of, and be binding upon, the Parties and their respective successors and assignees. Any Party may assign, transfer, or subcontract all or any part of its rights and obligations under this Agreement or Attachment A, provided that the Party whose rights and obligations have been assigned, transferred, or subcontracted will continue to have the primary responsibility for all of its obligations set forth in this Agreement and Attachment A unless relieved of its obligations by written consent of the other Party; and provided further that any person or business entity that takes ownership or control of all or substantially all of Customer's assets shall be required to take assignment of Customer's rights and obligations under this Agreement and Attachment A.
- 11.5 Recitals, Headings and Subtitles.** The recitals, headings, and subtitles in this Agreement and Attachment A are for the convenience of the Parties and are not to be used for its construction or interpretation.
- 11.6 Complete Agreement; Amendment.** This Agreement and Attachment A Project Specifications set forth the entire agreement, and supersede any and all prior agreements, of the Parties with respect to the subject matter; provided, however, that any facilities construction agreement between the Parties now in force shall remain in force until it terminates by its own terms, unless otherwise negotiated between the Parties. No amendment of any provision of this Agreement or Attachment A Project Specifications will be valid unless set forth in a written amendment hereafter signed by authorized representatives of 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 of review.
- 11.7 Waiver.** Any waiver at any time by any Party of its rights with respect to any breach of this Agreement or Attachment A Project Specifications, or with respect to any other matter arising in connection with this Agreement or Attachment A Project Specifications, will not constitute or be deemed a waiver with respect to any other breach or other matter arising in connection with this Agreement or Attachment A Project Specifications.

11.8 Counterparts. This Agreement and Attachment A Project Specifications may be executed in counterparts including attachments, which taken together will constitute single original document(s).

11.9 Execution and Effective Date. This Agreement shall be executed by duly authorized representatives of the Parties. Subject to required regulatory authorizations, including, without limitation, acceptance or approval by FERC under Section 205 of the Federal Power Act, this Agreement shall be effective on the date set forth in the first paragraph (the “Effective Date”).

11.10 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of subcontractors as it deems appropriate to perform its obligations under this Agreement or Attachment A Project Specifications; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement or Attachment A Project Specifications. Each Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement or Attachment A Project Specifications upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party. No subcontractor is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement or Attachment A Project Specifications.

11.11 Provision of Confidential Information.

11.11.1 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; except that Customer may disclose Confidential Information to its Members or entities served by this Agreement provided that Customer ensures that the Members or entities will maintain the Confidential Information in accordance with this Section 11.11. 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 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.

11.11.2 Definition. “Confidential Information” means any confidential, proprietary or trade secret information of 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 another 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 that the information is confidential. The one-line diagrams to be included in each Attachment A under 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.

11.11.3 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.

11.11.4 Use of Confidential Information. Any Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its Regulatory Requirements, or in any proceeding under Section 9 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.

11.11.5 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 Section 11.11. 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 Section 11.11.

11.11.6 Survival. The confidentiality provisions of this Section 11.11 shall survive termination of this Agreement for a period of two (2) years.

11.12 Effective Date; 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 Section 11.12. This Agreement shall continue in effect after the end of said initial term, unless and until the Wholesale Connection Agreement by and between Rural Electric Convenience Cooperative and Ameren Services Company, on behalf of and as designated agent for Ameren Illinois Company, then on file with FERC terminates by its terms, at which time this Agreement shall terminate, subject to Section 11.13.

11.13 FERC Approval of Termination. No termination hereunder shall become effective until the terminating Party (or the Parties jointly) tender(s) to FERC any amendment or any other required notification of termination of this Agreement and obtains such acceptance thereof by FERC as may be necessary to comply with applicable Regulatory Requirements.

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
AS AGENT FOR
AMEREN ILLINOIS COMPANY**

Rural Electric Convenience Cooperative

By: /s/ Shawn E. Schukar

By: /s/ Chris Wilcox

Title: Sr. Vice President

Title: Board Chairman

Date: June 26, 2026

Date: June 23, 2026

ATTACHMENT A
PROJECT SPECIFICATIONS

Attachment A

Project Specifications

These Project Specifications (“Project Specifications”) are agreed to under the Distribution Wholesale Umbrella Construction Agreement between Ameren Illinois Company and Rural Electric Convenience Cooperative dated _____ (“Umbrella Construction Agreement”) as of _____, _____, by and between **Rural Electric Convenience Cooperative**, an Illinois not-for-profit corporation (“Customer”), and **Ameren Illinois Company** d/b/a Ameren Illinois, a corporation organized and existing under the laws of the State of Illinois (“Company”). Customer and Company may be referred to herein individually as a “Party” and collectively as the “Parties.” These Project Specifications are accurate as of the date last signed on the signature page below and, in addition to the terms and conditions contained herein, are subject to the terms and conditions of the Distribution Wholesale Umbrella Construction Agreement in place between Ameren Illinois Company and Rural Electric Convenience Cooperative. dated November 13, 2017, (“Umbrella Construction Agreement”).

RECITALS

WHEREAS, Company owns electric facilities and is engaged in transmission and distribution of electric power and energy; and

WHEREAS, Company and Customer are parties to the Umbrella Construction Agreement; and

WHEREAS, Customer has requested that Company construct the following Modifications pursuant to the Umbrella Construction Agreement:

_____; and

WHEREAS, Customer has requested, and Company has agreed to these Attachment A Project Specifications and all Attachments hereto pursuant to the Umbrella Construction Agreement for the purpose of facilitating construction of the requested Modifications; and

WHEREAS, Customer agrees to provide payment for the costs to Company in accordance with the Umbrella Construction Agreement and all applicable ongoing payments that shall be assigned to the Customer in a revised WDS Agreement.

NOW, THEREFORE, in accordance with the Umbrella Construction Agreement pursuant to which this Attachment A Project Specifications is completed and executed and all provisions of which are incorporated herein, this Attachment A Project Specifications shall be effective as of its date of execution by all Parties, or such other date as it is permitted to become effective by the Federal Energy Regulatory Commission.

This Attachment A, Project Specifications, shall continue in full force and effect until the date upon which the Modifications have been completed and each Party has complied with all provisions of this Attachment A Project Specifications, the Umbrella Construction Agreement, any related payment provisions contained in the WDS Agreement, and all laws and regulations applicable to these agreements. The Parties may terminate this Attachment A Project Specifications in advance of that date only by mutual consent or pursuant to the Umbrella Construction Agreement.

1.0 The Modifications.

1.1 Company shall install, own, operate, and maintain the following facilities:

1.1.1 Dedicated Tap-Related Facilities:

1.1.2 Distribution Connection Facilities:

1.1.3 Estimated Costs:

Dedicated Tap-Related Facilities

Cost Estimate

Tax Gross Up (included in cost estimate)

Total Cost Estimate

The costs shown above are estimated values. Final values will be based on the actual cost of installation with such actual costs to be itemized on Company's invoice to Customer. The tax gross up rate shown above is the rate in effect at the time of execution of this Project Specification and reflects bonus depreciation as presently enacted by Congress. The tax gross up rate in effect at the time the facilities are placed in service is the rate that will apply for the final installed costs. If bonus depreciations is not in effect at that time, the tax gross up rate may be in the range of 25% to 30%.

Customer shall make a lump sum payment to Company of \$____, as based on Total Cost Estimate shown above, prior to construction. Following completion of the project, Company will true up the values, based on actual installed costs, and either invoice Customer for the added costs or provide a refund in the event actual installed costs are lower than estimated, as provided in Section 4.7 of the Umbrella Construction Agreement.

2.0 Customer-Built Facilities.

3.0 Cost Estimates and Payment. Customer and Company hereby acknowledge and agree that the costs listed in paragraph 1.0 above are a non-binding estimate of Company's total costs for the Modifications. Customer agrees to pay Company for the Modifications as provided in Section 4 of the Umbrella Construction Agreement. Specifically, Customer will:

_____ make a lump sum payment equal to the total installed costs incurred by Company, plus income tax gross-up, for Dedicated Tap-Related Connection Facilities under Section 4.1 of the Umbrella Construction Agreement

_____ pay Company on a monthly basis the Fixed Charge per month applicable to Customer for Distribution Connection Facilities under Section 4.2 of the Umbrella Construction Agreement

_____ agree to a System Expansion and/or Modification Guarantee in the form of Attachment A-2

4.0 Schedule and Milestones. The schedule and milestones for the Modifications shall be as follows:

Estimated in-service date for this project is within 90 days of the date that this Attachment A Project Specifications is executed. Company will attempt to meet this date; however, such date is non-binding and is dependent on such things as material lead time requirements, weather, and other factors which may affect the schedule of events.

5.0 Inspection and Testing. Upon the completion of the installation of the Modifications under this Attachment A, Company shall have the right to witness the inspection and testing of all Customer-Built Facilities described in Section 2.0. Customer shall provide reasonable notice to Company prior to such testing so that Company may have representatives present for the tests. Customer shall provide to Company written certified copies of the test results for Company's records, as applicable.

6.0 Delivery Point. The Delivery Point is located at the point of change in ownership of facilities, at the following location:

7.0 Scheduled Outage. Customer and Company shall jointly determine an acceptable time period for the outage to complete the work in accordance with Good Utility Practice.

8.0 Coordination of Design Details. Customer and Company shall coordinate the design details for the new line taps and associated structures, including but not limited to line loads, physical layout and structure locations, and any other facilities that the Parties determine to be appropriate. All such design details are subject to the approval of Company.

9.0 Jurisdictional and Functional Authority.

Company- (Specify Authority)

Customer- (Specify Authority)

In witness whereof, the Parties have caused this Attachment A Project Specifications and Attachments to be executed and attested by their respective officers.

Rural Electric Convenience Cooperative

By: _____

Name (Printed): _____

Title: _____

Date: _____

Ameren Services Company as designated agent for Ameren Illinois Company

By: _____

Name (Printed): _____

Title: _____

Date: _____

Letter of Credit

- [illegible]

Attachment A-2
Wholesale System Expansion and/or Modification Guarantee



WHOLESALE SYSTEM EXPANSION and/or MODIFICATION GUARANTEE
("SEMG")

In accordance with the Distribution Wholesale Umbrella Construction Agreement between Ameren Illinois Company and Rural Electric Convenience Cooperative on file with the Federal Energy Regulatory Commission, and in accordance with the provisions shown below, Ameren Illinois Company ("Company") shall make available to Rural Electric Convenience Cooperative. ("Customer") electric service by expansion and/or modification of its Distribution System to the following Customer Delivery Point:

Delivery Point Name _____;
Located at/near _____, IL.

1. Customer's cost for the expansion of electric distribution service shall be based on the following:

- | | | |
|---|------------|-----------|
| • Estimated Cost for Expansion and/or Modifications * | (Amount A) | \$ _____ |
| • Amount Subject to Guarantee** (Amount B not to exceed Amount A) | (Amount B) | \$ _____ |
| • Required Non-Refundable Advance Contribution [Amount A – Amount B]*** | (Amount C) | \$ _____ |
| • Monthly Guarantee Charge [Amount B divided by 84 (84 months)] | (Amount D) | \$ _____ |
| • Present Average Monthly WDS Charge**** (only for existing applicable Delivery Point(s)) | (Amount E) | \$ _____ |
| • Required Monthly Amount [Sum of Amounts D and E] | (Amount F) | \$ _____ |
| • Total Required Amount [Amount F multiplied by 84 (84 months)] | (Amount G) | \$ _____, |

*Amount A - Estimated Cost for Expansion and/or Modification(s) is Company's engineering estimate of the Customer's pro-rata share of the overall system expansion costs. In the event the actual cost of Work on any project having an Estimated Cost for Extension or Modification (Amount A) of \$100,000 or more increases or decreases from said Estimated Cost by 10% or more, and by at least \$25,000, Company shall refund or bill the difference within one hundred eighty (180) days of completion of the installation of such facilities. Such costs shall determine the final Non-refundable Advance Contribution and Amount Subject to Guarantee. For avoidance of doubt, there will be no true-up of costs on any project having an Estimated Cost

for Extension or Modification of less than \$100,000. If Customer's Non-refundable Advance Contribution to the Company exceeds the total actual costs of the Company built facilities less the Amount Subject to Guarantee, the Company shall refund to the Customer the excess contribution. In the event the Customer's Non-refundable Advance Contribution plus the Amount Subject to Guarantee is less than the total actual costs of the Company built facilities, the Company shall invoice for the amount due and Customer shall pay said invoice. Such payment from the Customer is due and payable within fourteen (14) days from the date of the invoice. All amounts paid by the Customer after actual costs known are Non-refundable.

****Amount B** - Will be the lesser of the quantity of the monthly projected load to be added multiplied by the applicable Customer Wholesale Distribution Service (WDS) kW rate (as provided for in Customer's currently-effective WDS Agreement; however, if a fixed WDS charge is in effect, the WDS per kW rate will be calculated by dividing the applicable fixed WDS charge by the applicable billing demand for the affected Delivery Point(s)) multiplied by 84 months, and the Customer's pro-rata share of the Estimated Cost for Expansion and/or Modification (Amount A).

*****Amount C** - This amount is the up-front cash contribution required from Customer because Customer's new load is not expected to produce adequate incremental WDS revenue to cover Customer's *pro rata* share of the overall system expansion costs over the 84-month period. Initial payment is based on estimated project cost.

Non-Refundable Contribution

Non-Refundable Contribution means an amount paid prior to construction by a Customer and/or Applicant to Company that is not subject to refund. When a Non-Refundable Contribution is greater than \$250,000, Customer and/or Applicant may elect to pay such contribution on a monthly basis for a period of up to 60 months. Monthly payment amount shall be calculated by the Company for the full term of the repayment period using an interest rate equal to the Company's weighted cost of capital most recently approved to set distribution delivery rates. Customer shall enter into a Non-Refundable Contribution agreement in advance of construction. At the Company's sole discretion, additional assurances may be required from the Customer, in the form of letters of credit, surety bonds or other payment arrangements agreed to by the Company.

******Amount E** - For loads added to an existing Delivery Point, the required monthly amount will include a monthly average for the last 12 months' WDS charges for the relevant Delivery Point(s). To calculate the last 12 WDS charges if a fixed WDS charge is in effect, the WDS per kW rate will be calculated by dividing the applicable fixed WDS charge by the applicable billing demand at the Delivery Point level. For new Delivery Points this amount would be zero. Whenever a load addition at an existing Delivery Point is the cause for Modifications, and Customer is able to exclusively meter the new load, Customer may provide such metered usage to Company for purposes of validating that the Monthly Guarantee Charge is being met. In such cases, although load is being added to an existing Delivery Point the calculated Total Required Amount is determined as if this were a new Delivery Point. The Present Average Monthly WDS Charge will not factor into the calculation for the guarantee and is set to zero for purposes of the calculation. Use of Customer's meter for this purpose shall be identified in a footnote in Attachment A-2, as applicable for each specific project

2. The term of this guarantee shall be for eighty-four (84) months, commencing on the first of the month following the month in which the expansion and/or modification for permanent service becomes available for Customer's use.
3. For the 84 months of this guarantee, Customer shall pay Company, whether or not service is used, the following monthly amounts:
 - a) If the total monthly WDS charge for service at Customer's Delivery Point(s) is less than Amount E, then Customer shall pay its current WDS charge plus a Deficiency Payment equal to Amount D.
 - b) When the monthly WDS charge at Customer's Delivery Point(s) is less than amount F, but equals or exceeds Amount E, then Customer shall pay its current WDS charge plus a Deficiency Payment to total but not exceed Amount F.
 - c) If the total monthly WDS charge for service at Customer's Delivery Point equals or exceeds Amount F, then Customer shall pay its actual bill.
4. Every three (3) months, Company shall review payments to determine status of fulfilling the Total Required Amount. If Customer has satisfied the requirement by paying the Total Required Amount (Amount G) before the end of the eighty-four (84) month period, the Customer's guarantee shall be considered fulfilled and Customer shall no longer pay Company in accordance with Section 3. If upon Company's review, Customer's payments have exceeded the Total Required Amount, Company shall provide a credit for the overpayment to Customer on the next monthly Transmission invoice.
5. If at the end of the sixty (84) month guarantee period, Customer has not paid the Total Required Amount (Amount G), Customer will be billed for any outstanding amounts due in the 84th month.
6. If Customer ceases use of the relevant Delivery Point(s) prior to the end of the sixty (84) month period, Customer shall pay Company's actual cost to remove the connection facilities, plus the balance of the Total Required Amount (Amount G) owed by Customer. Company shall invoice Customer for such amount and Customer shall pay amount owed within thirty (30) days of receipt of invoice.
7. All amounts referred to above are exclusive of taxes and other similar charges. To the extent taxes apply, Customer shall be billed for such taxes, as appropriate.

Attachment A-3
Geographic Diagram

~~CUI//CEH—DO NOT RELEASE~~

~~This document contains Critical Energy Infrastructure Information ("CEI"). It should not be posted publicly and should only be shared with people who have executed a CEI General Non-Disclosure Agreement.~~

Attachment A-4
Delivery Point Diagram

~~**CUI//CEII—DO NOT RELEASE**~~

~~*This document contains Critical Energy Infrastructure Information ("CEII"). It should not be posted publicly and should only be shared with people who have executed a CEII General Non-Disclosure Agreement.*~~

TAB C

Ameren Illinois Company

First Amended and Restated

Distribution Wholesale Umbrella Construction Agreement

between

Ameren Illinois Company

and

Rural Electric Convenience Cooperative

Dated: June 26, 2026

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ATTACHMENT A - Project Specifications

ATTACHMENT A-1 - Letter of Credit

ATTACHMENT A-2 - Wholesale System Expansion and/or Modification
Guarantee

ATTACHMENT A-3 - Geographic Diagram

ATTACHMENT A-4 - Delivery Point Diagram

First Amended and Restated

Distribution Wholesale Umbrella Construction Agreement

This First Amended and Restated Distribution Wholesale Umbrella Construction Agreement (“Agreement”) is entered into as of ~~January 1, 2018~~ June 26, 2026, by and between Rural Electric Convenience Cooperative, a not-for-profit corporation organized and existing under the laws of the State of Illinois (“RECC” or “Customer”), and Ameren Illinois Company d/b/a Ameren Illinois, a corporation organized and existing under the laws of the State of Illinois (“Ameren Illinois” or “Company”). Customer and Ameren Illinois may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Customer and Ameren entered into a Distribution Wholesale Umbrella Construction Agreement dated as of November 13, 2017 (“Original UCA”), to establish the requirement, terms, and conditions for the connections of Customer's facilities to the Ameren Illinois Distribution identifying the continuing responsibilities and obligations of the Parties with respect thereto; and

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

WHEREAS, Customer owns electric facilities and is engaged in the wholesale sale and transmission of electric energy to its member cooperatives; and

WHEREAS, Customer’s electric facilities are connected to the Ameren Illinois Distribution System and Customer takes Wholesale Distribution Service (“WDS”) from Ameren Illinois under a Wholesale Distribution Service Agreement (“WDS Agreement”) ~~to be filed~~ on file with FERC; and

WHEREAS, Customer may, from time to time, request new or additional WDS from Ameren Illinois that necessitates the construction of certain Modifications to the Ameren Illinois Distribution System and the Parties desire to establish the terms and conditions for the construction of, and financial obligations associated with, such Modifications; and

WHEREAS, Customer and Company ~~are had~~ entering ~~entered~~ into a Wholesale Connection Agreement the Original UCA to establish the requirements, terms, and conditions for the connections of Customer’s facilities to the Ameren Illinois Distribution System, and to define the continuing responsibilities and obligations of the Parties with respect thereto.

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:

1. PURPOSE AND SCOPE

- 1.1 Purpose.** The purpose of this Agreement is to set forth the terms and conditions for the construction and the financial obligations associated with Modifications to the Ameren Illinois Distribution System required in connection with Customer's request(s) for new or additional WDS. The specifications for an individual Modifications project shall be set forth in an Attachment A, "Project Specifications," with financial arrangements and geographic and Delivery Point information included in additional Attachments A-1 through A-4, as applicable and each such Attachment A package shall be filed at FERC in accordance with the Confidential Information provisions in Section 11.11.
- 1.2 Transmission Arrangements.** Transmission Service does not fall within the scope of this Agreement. All arrangements for Transmission Service must be made under the MISO Tariff.
- 1.3 Wholesale Distribution Service.** The provision of WDS shall be governed by Schedule 11 of the MISO Tariff and the WDS Agreement in effect between the Parties, as it may be amended to reflect projects governed by this Agreement.

2. DEFINITIONS

As used in this Agreement, the capitalized terms shall have the following meanings.

- 2.1 "Customer"** has the meaning given to it in the preamble of this Agreement.
- 2.2 "Customer-Built Facilities"** shall mean those facilities associated with Modifications to be constructed and owned by Customer, on Customer's side of the interconnection between Company's Distribution System and Customer's distribution system.
- 2.3 "Delivery Point(s)"** shall mean the point or points at which the ownership of the Ameren Illinois Distribution System ends and the ownership of the Customer's system begins, and at which point or points Company delivers power to Customer.
- 2.4 "Dedicated Tap-Related Connection Facilities"** has the meaning given to it in Section 4.1 of this Agreement.
- 2.5 "Distribution Connection Facilities"** has the meaning given to it in Section 4.2 of this Agreement.
- 2.6 "Distribution System"** shall mean the electrical system owned and operated by Ameren Illinois to deliver power to customers, which facilities are sized and configured at voltage levels appropriately classified and recorded in the plant records of Ameren Illinois as distribution plant (generally 12 kV, 34.5 kV, 69 kV or radial 138 kV) and used in the provision of Wholesale Distribution Service.
- 2.7 "FERC"** shall mean the Federal Energy Regulatory Commission or its successor.
- 2.8 "Force Majeure"** shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to

- machinery or equipment, any 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.
- 2.9 “Good Utility Practice”** shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known to 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. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by the Federal Power Act Section 215(a)(4).
- 2.10 “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.
- 2.11 “Members”** shall mean any entity that is, joins, or becomes a member of Customer that has load, electric distribution, or generation within the Ameren Illinois Local Balancing Authority, as defined in the MISO Tariff.
- 2.12 “MISO”** shall mean the Midcontinent Independent System Operator, Inc., or any successor entity(ies) that is responsible for functional control of the operation of part or all of the Ameren Illinois transmission facilities.
- 2.13 “MISO Tariff”** shall mean MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff, as it is in effect and may be amended from time to time.
- 2.14 “Modifications”** shall mean the facilities to be constructed, as additions, replacements and/or modifications to the Ameren Illinois Distribution System, in connection with Customer's request for new or additional WDS and as described in one or more Project Specifications.
- 2.15 “NERC”** shall mean the North American Electric Reliability Corporation or its successor.
- 2.16 “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.
- 2.17 “Regulatory Requirements”** shall mean any FERC policies including NERC reliability standards or any applicable regional reliability standards or requirements, or policies of MISO or any Governmental/Regulatory Authority having jurisdiction over

the Parties with regard to the subject matter of this Agreement, or any successor to any of these.

2.18 “Transmission Service” has the meaning given to the term in the MISO Tariff.

3. CONSTRUCTION SECURITY

3.1 Modifications. The Company shall determine Modifications that will be described in the Project Specifications. The Company shall exercise Reasonable Efforts to design, engineer, construct, install and place in service (the “Design and Construction Process”) the Modifications in accordance with a schedule outlined in the Project Specifications. The Company shall begin the Design and Construction Process for the Modifications upon execution of the relevant Attachment A, and notes that in the normal course construction typically takes approximately 24 months from such date; the Company shall exercise commercially reasonable efforts to meet Customer’s requested in-service date.

3.2 Security. The Company may request that Customer provide security for the estimated costs of the Modifications, as specified in the Project Specifications, in the form of a letter of credit in favor of Ameren Illinois in the amount designated in, and in accordance with the specifications of, Attachment A-1 (the “Letter of Credit”) or in another form of security acceptable to the Company. Notwithstanding the foregoing, Customer shall not be obligated to provide Company with security as long as Customer has an Investment Grade Credit Rating.

3.3 Monitoring and Inspection. Upon reasonable notice, the Company may inspect any or all of the Customer-Built Facilities being installed and/or constructed to ensure conformity with this Agreement.

4. COST RESPONSIBILITY

4.1 Dedicated Tap-Related Connection Facilities. For Modifications required to accommodate a request from Customer for the sole benefit of a Delivery Point (“Dedicated Tap-Related Connection Facilities”), Customer will compensate the Company by means of an up front, lump sum payment, adjusted for income tax gross-up. Facilities to which this provision shall apply are tap-related costs, such as disconnect switches located in the main line on either side of the Delivery Point, owned by Ameren Illinois (“Main Line Switches”), meter structures and other Customer driven tap-point modification costs. When a lump sum payment arrangement is applied, the lump sum payment shall be equal to the estimated total installed costs to be incurred by the Company, plus income tax gross-up at the rate applicable at the time the relevant Attachment A is executed, with the income tax gross up amount trued up to reflect the rate applicable at the time the Modifications are placed in service. Modifications for which a lump sum payment is made under this Section 4.1 shall not be included in plant in any future WDS cost of service study or rate. In addition, ongoing costs for Good Utility Practice maintenance of such Dedicated Tap-Related Connection Facilities shall be billed to Customer as incurred by the Company. Upon

agreement of the Parties on facilities that require replacement at a later date, Customer shall be responsible to the Company for any applicable replacement costs; provided, however, that Customer shall not be responsible for any replacement costs caused by Company's gross negligence.

- 4.2 Distribution Connection Facilities.** "Distribution Connection Facilities" are the Modifications made to the Distribution System and/or other facilities required to connect a Delivery Point to the Distribution System to accommodate the electrical service requirements of Customer, which are not Dedicated Tap-Related Connection Facilities covered under Section 4.1 of this Agreement or that are not paid for by Customer through a System Expansion and/or Modification Guarantee as provided in Section 4.3 of this Agreement, and which can be found as Attachment A-2 to this Agreement. Until such time as the charges for Distribution Connection Facilities are included in the monthly charge for WDS as specified in the definition of the Fixed Charge below, Customer shall compensate the Company for Distribution Connection Facilities on a monthly basis pursuant to the following formula:

$$FC = \frac{(DCF \times LRS) \times FCR}{12}$$

Where:

FC = Fixed Charge per month applicable to Customer for Distribution Connection Facilities. Such Fixed Charge shall be shown on Customer's monthly invoice from Company as a separate line item and shall remain in effect from the first day of the month following the Distribution Connection Facilities' in-service date, to the date on which such Distribution Connection Facilities are included in the computation of a revised WDS rate placed into effect after the Company's updated cost of service study is accepted by the FERC ("Company's Next WDS Rate Case"), at which time any such pre-existing Fixed Charge(s) per month for such Distribution Connection Facilities will cease.

DCF = Cost of the Distribution Connection Facilities. The installed costs (equipment, labor and overhead costs) of the Distribution Connection Facilities shall be estimated and specified in Section 1.0 of Attachment A, Project Specifications, and shall be made up of the costs of lines, poles, substations, switches (includes only Company-owned system switches, e.g., switches at three-way corners and bulk supply substations, and not Customer-specific or Company-distribution-substation-related switches), and all other components of the Distribution System. For purposes of this Agreement and without prejudice to the methodology for Company's Next WDS Rate Case, the installed costs of Distribution Connection Facilities to be charged through the Fixed Charge will be based on actual cost (equipment, labor and overhead costs) net of any plant retired but shall exclude any Dedicated Tap-Related Connection Facilities paid for on a lump sum basis.

LRS = Load Ratio Share ("LRS") of the relevant Area Distribution System ("ADS") for Customer shall be based on the test year LRS from the Company's Most Recent

WDS Rate Case in order to equitably allocate the costs of Distribution Connection Facilities between Customer and all other retail and wholesale customer loads within the ADS. For Distribution Connection Facilities which connect a Delivery Point to the ADS but are not part of an ADS to which Customer is then currently connected, a different LRS shall be specifically determined based on the Customer's percentage usage of the facilities, and applied consistently with the methodology in the Company's Most Recent WDS Rate Case.

FCR = Annual Fixed Carrying Charge Rate, which will be determined on a gross plant basis and using an FCR rate of ~~17.01~~13.50 percent.

- 4.3 System Expansion and/or Modification Guarantee.** When, in connection with a request for Modifications by the Customer, Customer load growth, as defined in this Section 4.3, requires the Company to modify or expand its Distribution System to accommodate large new loads served by the Customer, Customer will be subject to a System Expansion and/or Modification Guarantee in the form of Attachment A-2 hereto. Such System Expansion and/or Modification Guarantee, which will be filed at FERC with the Project Specifications, is designed to protect the Company, its customers and other stakeholders from the risk that such expected new large load does not materialize or produce adequate incremental WDS revenue to support the Company's investment in new facilities.

Normal load growth on Customer's system will not be subject to a System Expansion and/or Modification Guarantee. The following criteria will be used to determine whether system load growth is in excess of normal load growth and therefore subject to a System Expansion and/or Modification Guarantee:

- 4.3.1 In the case where (i) Customer load is served at multiple Delivery Points from a single Ameren Illinois distribution line and source substation and (ii) Customer identifies a new large load that is expected to increase the combined peak demand for all distribution Delivery Points served from that single Ameren Illinois distribution line and source substation by the greater of (a) 1 megawatt ("MW") or (b) 5% of the peak demand measured in MW over and above Customer's combined Delivery Point forecasted peak demand measured in MW for the year Modifications to serve the increase in load are expected to be in service. The combined Delivery Point forecasted peak demand shall be for only those Delivery Points served from the single Ameren Illinois distribution line and source substation.
- 4.3.2 In the case where (i) Customer load is served at a single Delivery Point and (ii) Customer identifies a new large load that is expected to increase the peak demand for the single Delivery Point by the greater of (a) 1 MW or (b) 5% of the peak demand measured in MW over and above Customer's Delivery Point forecasted peak demand measured in MW for the year Modifications to serve the increase in load are expected to be in service.

If the Modifications provide capacity in excess of the amount necessary to serve Customer's new large load, Customer will be required to guarantee only the portion of the costs of Modifications attributable to serving the Customer's projected new large load.

- 4.4 Identification of Cost Responsibility.** The determination as to which Modifications are Dedicated Tap-Related Connection Facilities, Distribution Connection Facilities and/or facilities subject to a System Expansion and/or Modification Guarantee and Customer's cost responsibility for the Modifications will be set forth in the Project Specifications to be mutually agreed upon by the Parties, which agreement shall not be unreasonably withheld, conditioned or delayed. Customer agrees to satisfy its cost responsibility specified in a Project Specification for Modifications through a lump sum payment, Fixed Charge, or System Expansion and/or Modification Guarantee as set forth in Sections 4.1, 4.2, and 4.3, as applicable.

4.5 Metering-Related Charges.

- 4.5.1** Metering poles or structures are Dedicated Tap-Related Connection Facilities and their costs shall be recovered as provided in Section 4.1.

4.5.2 Existing Delivery Points.

4.5.2.1 Customer-Owned Meter Replacement Options.

If Modifications at an existing Delivery Point for which Customer owns the metering equipment include or cause upgrades or replacement of such metering equipment, Customer has the following options:

- 4.5.2.1.1** Customer may choose to continue to own the upgraded or replaced metering equipment and there will be no monthly charge related to such equipment; or
- 4.5.2.1.2** Company shall install and own all metering equipment and Customer will be allowed to pay for the metering equipment up front, in a lump sum. The lump sum payment shall be equal to the estimated total installed costs of the metering equipment, plus income tax gross-up at the rate applicable at the time the relevant Attachment A is executed, with the estimated cost of the metering equipment trued up to actual cost and the income tax gross up amount trued up to reflect the rate applicable at the time the metering equipment is placed in service. Customer shall pay a monthly metering charge for operations and maintenance of such equipment, calculated as the cost of the metering equipment multiplied by 0.00350032, which will be reflected in Exhibit an applicable Attachment A of the WDS this Agreement between Company and Customer; or

- 4.5.2.1.3** Company shall install and own all meter equipment and Customer shall pay the metering charge for the applicable voltage level specified in Exhibit A of the WDS Agreement between Company and Customer.

4.5.2.2 Company-Owned Meter Replacement Options.

If Modifications at an existing Delivery Point for which Company owns the metering equipment include or cause upgrades or replacement of such metering equipment,

- 4.5.2.2.1** Company will continue to own the upgraded or replaced metering equipment and Customer will be allowed to pay for the metering equipment up front, in a lump sum. The lump sum payment shall be equal to the estimated total installed costs of the metering equipment, plus income tax gross-up at the rate applicable at the time the relevant Attachment A is executed, with the estimated cost of the metering equipment trued up to actual cost and the income tax gross up amount trued up to reflect the rate applicable at the time the metering equipment is placed in service. Customer shall pay a monthly metering charge for operations and maintenance of such equipment, calculated as the cost of the metering equipment, multiplied by 0.~~0035~~0032, which will be reflected in ~~Exhibit~~an applicable Attachment A of ~~the WDS~~this Agreement between Company and Customer; or

- 4.5.2.2.2** Company will continue to own the upgraded or replaced metering equipment and Customer shall pay the metering charge for the applicable voltage level specified in Exhibit A of the WDS Agreement between Company and Customer.

4.5.3 New Delivery Points.

If Modifications establish a new Delivery Point, Customer has the following options:

- 4.5.3.1** Company shall install and own all metering equipment and Customer will be allowed to pay for the metering equipment up front, in a lump sum. The lump sum payment shall be equal to the estimated total installed costs of the metering equipment, plus income tax gross-up at the rate applicable at the time the relevant Attachment A is executed, with the estimated cost of the metering equipment trued up to actual cost and the income tax gross up amount trued up to reflect the rate applicable at the time the metering equipment is placed in service. Customer shall pay a monthly metering charge for operations and maintenance of such equipment, calculated as the cost of the metering

equipment, multiplied by 0.~~0035~~0032, which will be reflected in Exhibit A of the WDS Agreement between Company and Customer; or

4.5.3.2 Company shall install and own all metering equipment and Customer shall pay the metering charge for the applicable voltage level specified in Exhibit A of the WDS Agreement between Company and Customer.

4.6 Removal Costs. To the extent removal costs associated with Modifications and with existing Delivery Point facilities owned by Ameren Illinois (“Removal Costs”) are not recovered under the Customer’s WDS Agreement with Company, Customer’s financial obligations under this Agreement shall include responsibility for any such unrecovered Removal Costs.

4.7 Invoicing, True Up and Payment. Unless otherwise agreed by Company and Customer in an Attachment A, Company shall prepare and provide to Customer a final statement that sets forth the final installed costs related to the Modifications. Company shall make commercially reasonable efforts to provide the final installed costs within ninety (90) days, but shall provide it no later than six months, after (a) completion of the design, procurement, construction, installation and testing of the Modifications, or (b) earlier termination as provided under Section 7. The final installed costs of the Modifications shall include but are not limited to the cost of the design, engineering, surveying, equipment procurement, construction, delivery/transportation, setup fees, increases/decreases in cost related to commodity prices, the cost effects of currency fluctuations, permits, overtime charges (if requested by Customer), termination costs, related applicable taxes, and any other charges or costs reasonably incurred by Company in connection with the design, construction and installation of the Modifications. The final statement shall reflect true up of the tax gross up amount following the in-service date for the Modifications, as provided for in Sections 4.1 and 4.5, and true up of estimated costs of metering equipment to actual installed costs of metering equipment, as provided for in Section 4.5. Customer shall remit to Company any amounts shown owing by Customer on the final statement within ten (10) business days of receipt of the final statement or within such period as the Parties may mutually agree upon. If the up front payment(s) made by Customer, based on cost estimates, exceed Company’s actual costs, Company will reimburse Customer for such excess payment within 30 days of determining excess payment(s) were made. If requested by Customer, Company will provide detailed documentation supporting its actual costs.

5. FORCE MAJEURE

5.1 Except for obligations to make any payments under a filed Attachment A Project Specifications and to comply with the provisions of this Agreement, the Company and Customer shall be excused from performing their respective obligations under any filed Attachment A Project Specifications 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 an event of Force Majeure, provided that:

- 5.1.1 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 affect the Party's ability to perform its obligations under Attachment A, gives the other Party written notice describing the particulars of the occurrence, including a reasonable estimation of the event of Force Majeure's expected duration and the probable impact on the performance of the non-performing Party's obligations under Attachment A;
- 5.1.2 the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the event of Force Majeure;
- 5.1.3 the non-performing Party uses all Reasonable Efforts to remedy its inability to perform; and
- 5.1.4 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.

6. LIABILITY AND INDEMNIFICATION

- 6.1 **Limitation and Damages.** Under no circumstance shall either Company or the Customer or their respective affiliates, members, directors, alternate directors, officers, employees and agent, 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.
- 6.2 **Indemnification.** The Parties shall indemnify, defend and hold harmless each other (and their respective directors, members, officers, employees, and agents) for any Third-Party Claims arising from the indemnifying Party's negligence or willful misconduct, or the negligence or willful misconduct of the indemnifying Party's employees, agents, suppliers, contractors or subcontractors, in connection with the performance of this Agreement. "Third Party Claims" means all claims, demands, losses, costs, expenses, damages (including, without limitation, direct, indirect, incidental, consequential, special, exemplary, and punitive damages), judgments, actions, payments made in settlement, arbitration awards, and liabilities, including reasonable attorney's fees, arising out of death, bodily injury or property damage brought by any individual, entity, partnership, association, or Governmental Authority which is not a Party to this Agreement (each a "Third Party").
- 6.3 **Survival.** The limitation of liability provided for, and the indemnification obligations of each Party under this Agreement, 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 this Agreement.

7. BREACH, CURE AND DEFAULT, AND DISPOSITION OF FACILITIES UPON TERMINATION

7.1 Events of Breach. A breach of this Agreement shall include:

- 7.1.1 The failure to comply with, or perform, any material term or condition of this Agreement or any Attachment A, including but not limited to any material breach of a representation, warranty or covenant made in this Agreement;
- 7.1.2 A Party: (i) by decree of a court of competent jurisdiction, being adjudicated bankrupt or insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law which is not dismissed within thirty (30) days; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator;
- 7.1.3 Assignment of this Agreement in a manner inconsistent with its terms;
- 7.1.4 Failure of any Party to provide access rights, or a Party's attempt to revoke or terminate access rights, as provided for inspection and testing under the Project Specifications and Section 3.3 of this Agreement; or
- 7.1.5 Failure of any Party to provide information or data to another Party as required under this Agreement or any Attachment A, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement or any Attachment A or to satisfy Regulatory Requirements.

7.2 Cure and Default.

- 7.2.1 A Party automatically will be deemed to be in "Default" of this Agreement upon the occurrence of any one of the events described in Sections 7.1.2 of this Agreement.
- 7.2.2 Upon the occurrence of any event of breach other than those described in Section 7.1.2, any Party to this Agreement not in breach (hereinafter a "Non-Breaching 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 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 this Agreement.

- 7.2.3 Upon the occurrence of a Default, any Non-Breaching Party may, subject to the limitations contained in Section 7.2.2, terminate this Agreement or any Attachment A 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 or the Attachment A on account of such Default may not occur absent a final, binding and non-appealable decision by FERC, an arbitrator, or a court of competent authority having jurisdiction making a determination of said Default.

7.3 Disposition of Facilities upon Termination.

- 7.3.1 Upon termination of this Agreement or an Attachment A at the request of the Customer or through default by the Customer, unless otherwise agreed by the Parties in writing, the Company shall:
- 7.3.1.1 prior to the construction and installation of any portion of the Modifications, to the extent possible, cancel any pending orders of, or return, such Modifications to the extent that such orders or Modifications are not required by the Company for other purposes;
 - 7.3.1.2 unless otherwise determined by the Company to cause a safety issue, keep in place any portion of the Modifications already constructed and installed; and
 - 7.3.1.3 perform such work as may be necessary to ensure the safety of persons and property and to preserve the integrity of the Company's transmission system and Distribution System (e.g., construction demobilization, wind-up work).
- 7.3.2 Upon termination of this Agreement or an Attachment A and submission of an itemized bill by the Company, Customer shall reimburse the Company within 30 days from the date of a Company invoice in a single lump sum payment, for any costs incurred by the Company in performance of the actions required or permitted by Section 7.3.1 and for any costs incurred by the Company, including design, drafting, and engineering, for any portion of the Modifications described in one or more Project Specifications.
- 7.3.3 Upon termination of this Agreement or an Attachment A and prior to the construction and installation of any portion of the Modifications, the Company may, at its option, retain any portion of such materials not cancelled or returned in accordance with Section 7.3.1, in which case the Company shall be responsible for all costs associated with procuring such materials. To the extent that Customer has already paid the Company for any or all of such costs, the

Company shall refund such amounts, without interest, to Customer. If the Company elects to not retain any portion of such materials that it was not able to cancel or return, the Company shall convey and make available to Customer such materials as soon as practicable after Customer has made full payment for such materials.

- 7.3.4 Notwithstanding anything to the contrary, if this Agreement or an Attachment A is terminated by the Company for any reason not attributed to default by the Customer or as mutually agreed to in writing between the Company and the Customer, the Customer shall not be liable for any costs incurred by the Company, in relation to or arising from this Agreement or the Attachment A Project Specifications.

8. INSURANCE

- 8.1 Types of 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:

- 8.1.1 Commercial general liability insurance, which shall name the other Party, its subsidiaries, affiliates, their officers, directors and employees as 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
- 8.1.2 Workers Compensation insurance with statutory limits and Employer's liability insurance with limits of not less than \$1,000,000 each accident/disease; and
- 8.1.3 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. Each Party shall name the other Party as an additional insured on a primary and non-contributory basis; and
- 8.1.4 Excess liability insurance with a limit of not less than \$2,000,000 per occurrence. Such insurance shall be excess over items 8.1.1 and 8.1.3 listed above in this Section 8. Each Party shall name the other Party as an additional insured on a primary and non-contributory basis.

- 8.2 Self-Insurance.** Alternatively, each Party may self-insure the above insurance coverages as long as the other Party agrees that the self-insuring Party's current insurance arrangements constitute acceptable self-insurance for purposes of this Agreement.

- 8.3 Waiver of Subrogation Rights.** Each Party agrees to waive and will require its insurers to waive all rights of subrogation against the other Party, as it relates to this Agreement on all of the insurance coverages in this Section 8.

- 8.4 Notice of Cancellation or Modification.** Each insurance policy provided by the Parties shall provide the policy may not be canceled or materially changed without giving the other Party fifteen (15) days prior written notification thereof.
- 8.5 Certificates of Insurance.** Upon request of either Party, each Party will furnish certificates of insurance or self-insurance to the other Party evidencing the insurance required of such Party pursuant to this Agreement.
- 8.6 No Limitation or Expansion of Liability.** The provision of any insurance required above may not be construed to limit or expand the liability of either Party hereto under this Agreement.

9. DISPUTES

- 9.1 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 not later than the latter of sixty (60) days after the circumstances which gave rise to the claim or dispute have taken place or sixty (60) days 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.
- 9.2 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.
- 9.3 Termination of ADR.** Notwithstanding the provisions of Section 9.2, 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 regulatory authority of competent jurisdiction.

10. NOTICES

- 10.1 Notices.** Any notice, authorization, invoice, or consent required or permitted under this Agreement or an Attachment A will be deemed properly given if: (1) provided in writing and delivered in person; (2) delivered to a nationally recognized overnight courier service and properly addressed with the delivery charges prepaid; or (3) sent by electronic communication or facsimile, with conformation of successful transmission, to the intended recipient as designated in Section 10.2. A Party may change its notice information by giving the other Party notice in accordance with this Section 10.
- 10.2 To Ameren Illinois:**

Kay Janeen Tapscott
Ameren Services
2460 N Jasper St., K-30 (IP)
Decatur, IL 62526

With a copy to:

General Counsel
Ameren Services Company
1901 Chouteau Avenue
St. Louis, MO 63166

General Inquiries to Ameren Illinois may be directed to:

~~B. Todd Masten~~
Brian Cuffle
Ameren Illinois
200 West Washington Street
Springfield, IL 62701

To Customer:

~~David Stuva~~
Sean Middleton
President/ CEO
Rural Electric Convenience Cooperative
3973 IL-104
Auburn, IL 62615

With a copy to:

~~Jerry Tice~~
~~Grosboll Becker Tice & Barr~~
~~101 East Douglas Street~~
~~Petersburg, Illinois 62675~~
N/A

11. MISCELLANEOUS

- 11.1 Governing Law.** This Agreement and Attachment A will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois, without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America.
- 11.2 Relationship of Parties; No Third-Party Beneficiaries.** Nothing contained in this Agreement or Attachment A will be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to any of the Parties. Each Party will be individually responsible for its own covenants, obligations, and liabilities under this Agreement and Attachment A. Nothing in this Agreement or Attachment A will be construed to create a duty to, any standard of care with reference to, or any liability or inference of liability to a Third Party.
- 11.3 No Conflicting Agreement or Obligations.** Each Party represents and warrants that the execution of this Agreement and Attachment A, and the performance of its obligations under them, have been duly authorized and do not conflict with any other agreements or binding obligations applicable to it.
- 11.4 Assignment.** This Agreement and Attachment A will result in the benefit of, and be binding upon, the Parties and their respective successors and assignees. Any Party may assign, transfer, or subcontract all or any part of its rights and obligations under this Agreement or Attachment A, provided that the Party whose rights and obligations have been assigned, transferred, or subcontracted will continue to have the primary responsibility for all of its obligations set forth in this Agreement and Attachment A unless relieved of its obligations by written consent of the other Party; and provided further that any person or business entity that takes ownership or control of all or substantially all of Customer's assets shall be required to take assignment of Customer's rights and obligations under this Agreement and Attachment A. ~~This Agreement and Attachment A may be assigned in connection with a merger, consolidation, reorganization or other change in the organizational structure of the assigning Party or to a trustee or lending institution for the purposes of financing or refinancing any of the assigning Party's facilities in accordance with the terms, conditions, and provisos of Article 13 of the Wholesale Connection Agreement by and between Rural Electric Convenience Cooperative and Ameren Services Company, on behalf of and as designated agent for Ameren Illinois Company.~~
- 11.5 Recitals, Headings and Subtitles.** The recitals, headings, and subtitles in this Agreement and Attachment A are for the convenience of the Parties and are not to be used for its construction or interpretation.
- 11.6 Complete Agreement; Amendment.** This Agreement and Attachment A Project Specifications set forth the entire agreement, and supersede any and all prior agreements, of the Parties with respect to the subject matter; provided, however, that any facilities construction agreement between the Parties now in force shall remain in

force until it terminates by its own terms, unless otherwise negotiated between the Parties. No amendment of any provision of this Agreement or Attachment A Project Specifications will be valid unless set forth in a written amendment hereafter signed by authorized representatives of 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 of review.

- 11.7 Waiver.** Any waiver at any time by any Party of its rights with respect to any breach of this Agreement or Attachment A Project Specifications, or with respect to any other matter arising in connection with this Agreement or Attachment A Project Specifications, will not constitute or be deemed a waiver with respect to any other breach or other matter arising in connection with this Agreement or Attachment A Project Specifications.
- 11.8 Counterparts.** This Agreement and Attachment A Project Specifications may be executed in counterparts including attachments, which taken together will constitute single original document(s).
- 11.9 Execution and Effective Date.** This Agreement shall be executed by duly authorized representatives of the Parties. Subject to required regulatory authorizations, including, without limitation, acceptance or approval by FERC under Section 205 of the Federal Power Act, this Agreement shall be effective on the date set forth in the first paragraph (the "Effective Date").
- 11.10 Subcontractors.** Nothing in this Agreement shall prevent a Party from utilizing the services of subcontractors as it deems appropriate to perform its obligations under this Agreement or Attachment A Project Specifications; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement or Attachment A Project Specifications. Each Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement or Attachment A Project Specifications upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party. No subcontractor is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement or Attachment A Project Specifications.
- 11.11 Provision of Confidential Information.**
- 11.11.1 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; except that Customer may disclose Confidential Information to its Members or entities served by this Agreement provided that Customer ensures that the Members or entities will maintain the Confidential Information in accordance with this Section 11.11. 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 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.

- 11.11.2 Definition. “Confidential Information” means any confidential, proprietary or trade secret information of 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 another 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 that the information is confidential. The one-line diagrams to be included in each Attachment A under 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.

11.11.3 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.

11.11.4 Use of Confidential Information. Any Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its Regulatory Requirements, or in any proceeding under Section 9 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.

11.11.5 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 Section 11.11. 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 Section 11.11.

11.11.6 Survival. The confidentiality provisions of this Section 11.11 shall survive termination of this Agreement for a period of two (2) years.

11.12 Effective Date; 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 Section 11.12. This Agreement shall continue in effect after the end of said initial term, unless and until the Wholesale Connection Agreement by and between Rural Electric Convenience Cooperative and Ameren Services Company, on behalf of and as designated agent for Ameren Illinois Company, then on file with FERC terminates by its terms, at which time this Agreement shall terminate, subject to Section 11.13.

11.13 FERC Approval of Termination. No termination hereunder shall become effective until the terminating Party (or the Parties jointly) tender(s) to FERC any amendment or any other required notification of termination of this Agreement and obtains such acceptance thereof by FERC as may be necessary to comply with applicable Regulatory Requirements.

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
AS AGENT FOR
AMEREN ILLINOIS COMPANY**

Rural Electric Convenience Cooperative

By: ~~—/s/~~ Shawn E. Schukar

Title: ~~—Senior~~Sr. Vice President

Date: June 26, 2026

By: ~~—David Stuva~~/s/ Chris Wilcox

Title: ~~—President and CEO~~Board
Chairman

Date: June 23, 2026

ATTACHMENT A
PROJECT SPECIFICATIONS

1

1.1.3 Estimated Costs:

Dedicated Tap-Related Facilities

Cost Estimate

Tax Gross Up (included in cost estimate)

Total Cost Estimate

The costs shown above are estimated values. Final values will be based on the actual cost of installation with such actual costs to be itemized on Company's invoice to Customer. The tax gross up rate shown above is the rate in effect at the time of execution of this Project Specification and reflects bonus depreciation as presently enacted by Congress. The tax gross up rate in effect at the time the facilities are placed in service is the rate that will apply for the final installed costs. If bonus depreciations is not in effect at that time, the tax gross up rate may be in the range of 25% to 30%.

Customer shall make a lump sum payment to Company of \$____, as based on Total Cost Estimate shown above, prior to construction. Following completion of the project,

A set of handwriting practice lines. The top section consists of five horizontal red lines. Below these, there is a single red line followed by a blue line. This is followed by another single red line and then four more blue lines. The lines are evenly spaced and extend across the width of the page.

_____ make a lump sum payment equal to the total installed costs incurred by Company, plus income tax gross-up, for Dedicated Tap-Related Connection Facilities under Section 4.1 of the Umbrella Construction Agreement

_____ pay Company on a monthly basis the Fixed Charge per month applicable to Customer for Distribution Connection Facilities under Section 4.2 of the Umbrella Construction Agreement

_____ agree to a System Expansion and/or Modification Guarantee in the form of Attachment A-2

5.0 Inspection and Testing. Upon the completion of the installation of the Modifications under this Attachment A, Company shall have the right to witness the inspection and testing of all Customer-Built Facilities described in Section 2.0. Customer shall provide reasonable notice to Company prior to such testing so that Company may have representatives present for the tests. Customer shall provide to Company written certified copies of the test results for Company's records, as applicable.

6.0 Delivery Point. The Delivery Point is located at the point of change in ownership of facilities, at the following location:

7.0 Scheduled Outage. Customer and Company shall jointly determine an acceptable time period for the outage to complete the work in accordance with Good Utility Practice.

8.0 Coordination of Design Details. Customer and Company shall coordinate the design details for the new line taps and associated structures, including but not limited to line loads, physical layout and structure locations, and any other facilities that the Parties determine to be appropriate. All such design details are subject to the approval of Company.

9.0 Jurisdictional and Functional Authority.

Company- (Specify Authority)

Customer- (Specify Authority)

In witness whereof, the Parties have caused this Attachment A Project Specifications and Attachments to be executed and attested by their respective officers.

Rural Electric Convenience Cooperative

By: _____

Name (Printed): _____

Title: _____

Date: _____

Ameren Services Company as designated agent for Ameren Illinois Company

By: _____

Name (Printed): _____

Title: _____

Date: _____

Attachment A-1

Letter of Credit

- 1.1 In cases where Company deems necessary to protect Company from potential loss in the event the Modifications are not placed into service for any reason attributable to the Customer or in the event that Customer fails to comply with any material provisions of the Umbrella Construction Agreement, Company may require of Customer a Letter of Credit in a form and from an issuer acceptable to Company.
- 1.2 Draws On and Release of Letter of Credit. Customer agrees that Company may draw on the Letter of Credit to the extent: (i) Company has incurred costs associated with the Modifications as of such date as Customer notifies Company that Customer no longer desires the Modifications to be constructed, for any reason, or upon a termination of the Umbrella Construction Agreement by Company due to a default by the Customer pursuant to Section 7; (ii) Company has invoiced Customer for such costs; and (iii) Customer has failed to pay. Company agrees to release the Letter of Credit upon the Modifications being placed into service, and upon acceptance by FERC of an Amended WDS Agreement, or upon final payment by Customer for all invoices issued by Company in the event the Umbrella Construction Agreement is terminated prior to completion of the Modifications.
- 1.3 Letter of Credit Details as Applied to this Attachment A Project Specifications (Use N/A if not applicable)

This image shows a full page of blank handwriting practice paper. It features approximately 20 evenly spaced horizontal red lines across the entire page, providing a guide for letter height and placement. The background is white, and there are no margins or additional markings.

This image shows a full page of blank handwriting practice paper. It features multiple sets of horizontal blue lines spaced evenly down the page. Each set typically consists of three lines: a top line, a middle line, and a bottom line, providing a guide for letter height and placement. The paper is otherwise completely blank, with no margins, text, or other markings.

Attachment A-2
Wholesale System Expansion and/or Modification Guarantee



WHOLESALE SYSTEM EXPANSION and/or MODIFICATION GUARANTEE
("SEMG")

In accordance with the Distribution Wholesale Umbrella Construction Agreement between Ameren Illinois Company and Rural Electric Convenience Cooperative, ~~Ine.~~ on file with the Federal Energy- Regulatory Commission, and in accordance with the provisions shown below, Ameren Illinois Company ("Company") shall make available to Rural Electric Convenience Cooperative ("Customer") electric service by expansion and/or modification of its Distribution System to the following Customer Delivery Point:

Delivery Point Name _____;
 Located at/near _____, IL.

1. Customer's cost for the expansion of electric distribution service shall be based on the following:

- | | | |
|--|------------|----------|
| • Estimated Cost for Expansion and/or Modifications * | (Amount A) | \$ _____ |
| • Amount Subject to Guarantee** (Amount B not to exceed Amount A) | (Amount B) | \$ _____ |
| • Required Non-Refundable Advance Contribution [Amount A – Amount B]*** | (Amount C) | \$ _____ |
| • Monthly Guarantee Charge [Amount B divided by 60 <u>84</u> (84 months)] | (Amount D) | \$ _____ |
| • Present Average Monthly WDS Charge**** (only for existing <u>applicable</u> Delivery Point(s)) | (Amount E) | \$ _____ |
| • Required Monthly Amount [Sum of Amounts D and E] | (Amount F) | \$ _____ |

- Total Required Amount (Amount ~~\$~~_____ \$_____ ,
[Amount F multiplied by ~~60~~ (G)
~~(60)~~84 (84 months)]

~~*Amount A - Estimated Cost for Expansion and/or Modification is Company's engineering estimate of the Customer's pro-rata share of the overall system expansion costs.~~

*Amount A - Estimated Cost for Expansion and/or Modification(s) is Company's engineering estimate of the Customer's pro-rata share of the overall system expansion costs. In the event the actual cost of Work on any project having an Estimated Cost for Extension or Modification (Amount A) of \$100,000 or more increases or decreases from said Estimated Cost by 10% or more, and by at least \$25,000, Company shall refund or bill the difference within one hundred eighty (180) days of completion of the installation of such facilities. Such costs shall determine the final Non-refundable Advance Contribution and Amount Subject to Guarantee. For avoidance of doubt, there will be no true-up of costs on any project having an Estimated Cost for Extension or Modification of less than \$100,000. If Customer's Non-refundable Advance Contribution to the Company exceeds the total actual costs of the Company built facilities less the Amount Subject to Guarantee, the Company shall refund to the Customer the excess contribution. In the event the Customer's Non-refundable Advance Contribution plus the Amount Subject to Guarantee is less than the total actual costs of the Company built facilities, the Company shall invoice for the amount due and Customer shall pay said invoice. Such payment from the Customer is due and payable within fourteen (14) days from the date of the invoice. All amounts paid by the Customer after actual costs known are Non-refundable.

****Amount B - Will be the lesser of the quantity of the monthly projected load to be added multiplied by the applicable Customer Wholesale Distribution Service (WDS) kW rate (as provided for in Customer's currently-effective WDS Agreement) ~~multiplied by 60~~; however, if a fixed WDS charge is in effect, the WDS per kW rate will be calculated by dividing the applicable fixed WDS charge by the applicable billing demand for the affected Delivery Point(s)) multiplied by 84 months, and the Customer's pro-rata share of the Estimated Cost for Expansion and/or Modification (Amount -A).**

*****Amount C - This amount is the up-front cash contribution required from Customer because Customer's new load is not expected to produce adequate incremental WDS revenue to cover Customer's *pro rata* share of the overall system expansion costs over the ~~60~~-84-month period. Initial payment is based on estimated project cost.**

Non-Refundable Contribution

Non-Refundable Contribution means an amount paid prior to construction by a Customer and/or Applicant to Company that is not subject to refund. When a Non-Refundable Contribution is greater than \$250,000, Customer and/or Applicant may elect to pay such contribution on a monthly basis for a period of up to 60 months. Monthly payment amount shall be calculated by the Company for the full term of the repayment period using an interest rate equal to the Company's weighted cost of capital most recently approved to set distribution delivery rates. Customer shall enter into a Non-Refundable Contribution agreement in advance of construction. At the Company's sole discretion, additional assurances may be required from the Customer, in the form of letters of credit, surety bonds or other payment arrangements agreed to by the Company.

****Amount E - For loads added to an existing Delivery Point, the required monthly amount will include a monthly average for the last 12 ~~WDS charges for this Delivery Point months'~~ WDS charges for the relevant Delivery Point(s). To calculate the last 12 WDS charges if a fixed WDS charge is in effect, the WDS per kW rate will be calculated by dividing the applicable fixed WDS charge by the applicable billing demand at the Delivery Point level. For new Delivery Points this amount would be zero. Whenever a load addition at an existing Delivery Point is the cause for Modifications, and Customer is able to exclusively meter the new load, Customer may provide such metered usage to Company for purposes of validating that the Monthly Guarantee Charge is being met. In such cases, although load is being added to an existing Delivery Point, the calculated Total Required Amount is determined as if this were a new Delivery Point. The Present Average Monthly WDS Charge will not factor into the calculation for the guarantee and is set to zero for purposes of the calculation. Use of Customer's meter for this purpose shall be identified in a footnote in Attachment A-2, as applicable for each specific project

2. The term of this guarantee shall be for ~~sixty (60)~~eighty-four (84) months, commencing on the first of the month following the month in which the expansion and/or modification for permanent service becomes available for Customer's use.
3. For the ~~60~~84 months of this guarantee, Customer shall pay Company, whether or not service is used, the following monthly amounts:
 - a) If the total monthly WDS charge for service at Customer's Delivery Point(s) is less than Amount E, then Customer shall pay its current WDS charge plus a Deficiency Payment equal to Amount D.
 - b) When the monthly WDS charge at Customer's Delivery Point(s) is less than amount F, but equals or exceeds Amount E, then Customer shall pay its current WDS charge plus a Deficiency Payment to total but not exceed Amount F.
 - c) If the total monthly WDS charge for service at Customer's Delivery Point equals or exceeds Amount F-, then Customer shall pay its actual bill.
4. Every three (3) months, Company shall review payments to determine status of fulfilling the Total Required Amount. If Customer has satisfied the requirement by paying the Total Required Amount (Amount G) before the end of the ~~sixty (60)~~eighty-four (84) month period, the Customer's guarantee shall be considered fulfilled and Customer shall no longer pay Company in accordance with Section 3. If upon Company's review, Customer's payments have exceeded the Total Required Amount, Company shall provide a credit for the overpayment to Customer on the next monthly ~~WDS~~Transmission invoice.
5. If at the end of the sixty (~~60~~84) month guarantee period, Customer has not paid the Total Required Amount (Amount G), Customer will be billed for any outstanding amounts due in the ~~60th~~84th month.
6. If Customer ceases use of the relevant Delivery Point(s) prior to the end of the sixty (~~60~~84) month period, Customer shall pay Company's actual cost to remove the connection facilities, plus the balance of the Total Required Amount (Amount G) owed by Customer.

Company shall invoice Customer for such amount and Customer shall pay amount owed within thirty (30) days of receipt of invoice.

7. All amounts referred to above are exclusive of taxes and other similar charges. To the extent taxes apply, Customer shall be billed for such taxes, as appropriate.

Attachment A-3
Geographic Diagram

Attachment A-4
Delivery Point Diagram