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February 10, 2014

VIA E-TARIFF

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: *Ameren Illinois Company*
Docket No. ER14-___-000
Submission of Procurement Services Agreement

Dear Ms. Bose:

In accordance with section 205 of the Federal Power Act (“FPA”), 16 U.S.C. § 824d (2006), and section 35.13 of the Federal Energy Regulatory Commission’s (“Commission” or “FERC”) regulations issued thereunder, 18 C.F.R. § 35.13 (2013), Ameren Illinois Company (“Ameren Illinois”) respectfully submits a Procurement Services Agreement (the “Procurement Agreement”) between Ameren Services Company (“Ameren Services”) as agent for and on behalf of Ameren Illinois and the FutureGen Industrial Alliance, Inc. (“FutureGen”).

I. Description of Procurement Agreement

FutureGen is endeavoring to construct a first-of-its-kind near-zero emissions power plant. The project involves re-powering one of the boiler units at the Meredosia Energy Center, currently owned by AmerenEnergy Medina Valley Cogen, LLC (“Medina Valley”),¹ with oxy-combustion technology to capture at least 90 percent of its carbon emissions and bringing other emissions to near-zero levels.

The anticipated re-powering of Meredosia plant will require Ameren Illinois to relocate certain lines and facilities in and around the existing site. The Procurement Agreement permits Ameren Illinois to begin procurement services to acquire the materials required for that work, in advance of full interconnection service.

¹ The Meredosia plant is not currently in service.

The Procurement Agreement requires FutureGen to pay Ameren Illinois its actual costs incurred to procure certain material for the relocation work, and makes FutureGen liable for certain termination costs related to an early termination of such procurement. The procurement services are estimated in Appendix A to the Procurement Agreement to cost \$400,000.

II. Requested Effective Date

Ameren Illinois respectfully requests an effective date for the Procurement Agreement of January 10, 2014.² The Procurement Agreement is being filed within 30 days of its execution in accordance with the Commission's filing requirements for service agreements.³ The Commission has held that "that pre-interconnection agreements should be treated as service agreements that may be filed within 30 days of service commencing."⁴ The Commission further clarified that "pre-interconnection activities include procurement, engineering and limited construction for interconnection" and that treating these agreements as service agreements "may make the interconnection process faster for parties by saving time and furthers the goal of streamlining the interconnection process."⁵

If the Commission declines to treat the Procurement Agreement as a service agreement under its *ITC* policy noted above, Ameren Illinois respectfully requests that the Commission grant waiver of the sixty-day prior notice requirement⁶ as necessary to grant Ameren Illinois' requested effective date or, in the alternative, an effective date of the day after filing.⁷ The Procurement Agreement meets the standard for waiver established in *Central Hudson* and affirmed in the Commission's *Prior Notice* proceedings.⁸ In *Central Hudson*, the Commission stated that it would grant waiver of the prior notice requirements where the customer did not object to the filing, and where the filing does not change rates. Both requirements are satisfied here, and waiver has been granted in the case of similar agreements.⁹

² While the Procurement Agreement is dated January 7, 2014, per its terms it did not become effective until the final signature, which was made on January 10, 2014.

³ 18 C.F.R. § 35.3(a)(2).

⁴ *International Transmission Co., et al.*, 139 FERC ¶ 61,022 at P 14 (2012).

⁵ *Id.*, citing *So. Cal. Edison Co.*, 98 FERC ¶ 61,304 (2002); *Pacific Gas & Electric Co.*, 115 FERC ¶ 61,373 (2006).

⁶ 18 C.F.R. § 35.3(a)(1).

⁷ Materials required under the Agreement are required to be delivered, and payment made, in the first quarter of this year. Requiring 60 days prior notice under these circumstances would introduce unnecessary delay.

⁸ *Central Hudson Gas & Electric Corp.*, 60 FERC ¶ 61,106, *reh'g denied*, 61 FERC ¶ 61,189 (1992) ("*Central Hudson*"); *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, at 61,984 *reh'g granted in part*, 65 FERC ¶ 61,081 (1993).

⁹ See e.g. *Cleco Power LLC*, Docket No. ER11-3446-000, Letter Order (Jun. 14, 2011) (waiving 60-day prior notice requirement to allow an April 4, 2011 effective date for an agreement filed on April 28, 2011); *Midwest Independent Transmission System Operator, Inc.*, Docket No. ER11-3449-000, Letter Order (Jun. 20, 2011) (waiving 60-day prior notice requirement to allow an April 30, 2011 effective date for an agreement filed on April 28, 2011); and *Arizona Public Service Company*, Docket No. ER11-4103-000, Letter Order (Sept. 14, 2011) (waiving 60-day prior notice requirement to allow a September 9, 2011 effective date for an agreement filed on July 22, 2011).

III. Information Required Under 18 C.F.R. § 35.13

A. Correspondence and Service

Correspondence, pleadings and other materials regarding this filing should be addressed to the following persons:

Christopher R. Jones*
TROUTMAN SANDERS LLP
401 9th Street, N.W., Suite 1000
Washington, DC 20004
(202) 662-2181
(202) 274-2994 (facsimile)
Christopher.Jones@TroutmanSanders.com
Counsel for Ameren Illinois

Joseph M. Power
Vice President,
Federal Legislative & Regulatory Affairs
Ameren Services Company
1331 Pennsylvania Avenue, N.W.
Suite 550S
Washington, DC 20004
(202) 783-7604
JPower@ameren.com

Joseph H. Raybuck
Director and Assistant General Counsel
Ameren Services Company
One Ameren Plaza
1901 Chouteau Avenue
St. Louis, MO 63166-6149
Phone: (314) 554-2976
jraybuck@ameren.com

B. Documents Submitted With This Filing

A Word version of the agreement is attached hereto in eTariff format in accordance with Order No. 714, in addition to a copy of the agreement for inclusion in eLibrary. An executed copy of the agreement is also provided.

C. Request for Waiver

This filing substantially complies with the requirements of Part 35 applicable to filings of this kind. To the extent necessary, Ameren Illinois respectfully requests waiver of any applicable requirement of Part 35 which is found not to be completely satisfied by this filing.

IV. Conclusion

For all of the foregoing reasons, Ameren Illinois respectfully requests that the Commission accept the Procurement Agreement for filing, grant waiver of any Commission regulations deemed applicable to this filing, and permit the Procurement Agreement to be effective January 10, 2014.

Respectfully submitted,

/s/

Daniel L. Larcamp
Christopher R. Jones
TROUTMAN SANDERS LLP
401 9th Street, N.W., Suite 1000
Washington, DC 20004
(202) 662-2181

Counsel to Ameren Illinois Company

AGREEMENT FOR PROCUREMENT SERVICES

This Agreement for Procurement Services ("Agreement") dated January, 7, 2014, by and between Ameren Services Company as agent for Ameren Illinois Company d/b/a Ameren Illinois, a corporation organized and existing under the laws of the State of Illinois ("Ameren"), and FutureGen Industrial Alliance, Inc. ("FutureGen"), a non-profit corporation organized under the laws of the State of Delaware. Ameren and FutureGen may herein be referred to collectively as "Parties" or singularly as "Party".

RECITALS:

WHEREAS, FutureGen has requested that Ameren relocate certain electric lines and facilities in and around the existing Meredosia Power Station (the "Relocation Work") related to the repowering of the existing Meredosia Power Station Unit 4 for the incorporation of large scale integrated test of oxy-combustion advanced coal power generation technology (the "FutureGen Project"); and,

WHEREAS, FutureGen has requested that Ameren complete the Relocation Work on or before June 2014; and

WHEREAS, for Ameren to meet this schedule, Ameren must begin procurement services to acquire the materials required for the Relocation Work; and

WHEREAS, the Parties desire to establish the terms and conditions under which Ameren shall begin procurement of the materials required for the Relocation Work;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the Parties agree as follows:

1) Effective Date, Termination and Schedule:

The effective date ("Effective Date") of this Agreement shall be the date of the signature of the last Party to sign and shall continue in full force and effect until any of the following occurs:

- (i) the Parties agree to mutually terminate this Agreement; or
- (ii) the date on which the procurement services provided hereunder has been completed and all rights and obligations of the Parties under this Agreement have been satisfied or extinguished; or
- (iii) a non-defaulting Party may terminate this Agreement upon Default of the other Party by giving written notice of termination to the other Party; or

(iv) the date that is 10 days after FutureGen delivers notice to Ameren that FutureGen is terminating this Agreement as permitted in this Agreement.

Upon termination of this Agreement, Ameren shall use reasonable efforts to stop or suspend its procurement activities under this Agreement and FutureGen shall be responsible to Ameren for any costs incurred by Ameren for such procurement of materials necessary for the Relocation Work and any related activities hereunder prior to and including the date the Agreement is terminated. Termination of this Agreement shall not relieve either Party of any of its liabilities and obligations arising prior to the date the termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder.

Termination costs may include but are not limited to administrative activities to effectuate the termination, penalties incurred for early termination, cancellation charges, restocking fees, cost of removal or return and site restoration directly related to the procured or stored materials related to the Relocation Work.

If FutureGen terminates this Agreement pursuant to clause (iii) above and FutureGen has paid the applicable amounts owed to Ameren under this Agreement in respect of the termination, then FutureGen or its assignee (including the United States Department of Energy) shall be entitled to take possession, sell to a third party, dispose of or realize the salvage value of all materials procured by Ameren hereunder.

The applicable provisions of this Agreement shall continue in effect after expiration, cancellation, or termination hereof to the extent necessary to provide for final billings, billing adjustments, payment by FutureGen to Ameren of all amounts owed under this Agreement, and the determination and enforcement of liability obligations arising from acts or events that occurred while this Agreement was in effect.

2) **Scope of Services Provided by Ameren:**

The scope of the procurement services and other related work (the "Procurement Services") shall be as described in Appendix A, attached hereto and made a part of this Agreement.

The Procurement Services shall be carried out using the same standards, practices and criteria normally used by Ameren for similar procurement services, including but not limited to Good Utility Practice.

Nothing in this Agreement shall obligate Ameren to take any action other than the Procurement Services as set forth herein. The Procurement Services shall not bind Ameren, or its affiliate companies, to any conclusion or course of action.

3) **Information to be Provided by FutureGen to Ameren:**

In order for Ameren to complete the Procurement Services hereunder, FutureGen shall provide in a timely manner such information and other data as is reasonably requested by Ameren.

4) **Reimbursement of Expenses:**

FutureGen shall reimburse Ameren for all costs Ameren incurs to perform the Procurement Services under the terms and conditions of this Agreement in accordance with the billing and payment provisions set forth herein.

5) **Billing and Payment Procedures:**

FutureGen shall be liable for the actual costs incurred by Ameren to perform the Procurement Services and any other related activities, including any cancellation costs related to the Procurement Services.

Ameren will provide advance written notice to FutureGen if the estimated cost of the Procurement Services is anticipated to total more than the estimated cost provided in Appendix A; and in that event, Ameren will seek authorization from FutureGen to pay the additional amount. No later than ten (10) business days after receiving written notice from Ameren, FutureGen shall either authorize Ameren in writing to incur the additional cost and proceed with the Procurement Services, or this Agreement shall be terminated immediately. FutureGen agrees to pay Ameren in full for all expenses reasonably incurred by Ameren under this Agreement prior to and including the date the Agreement is terminated including any cancellation costs. FutureGen may inspect the books and records of Ameren during reasonable hours upon reasonable advance notice in order to verify the charges incurred by Ameren for the Procurement Services.

Prior to delivery of the material and equipment, Ameren will invoice FutureGen for the actual costs and charges related to the Procurement Services in the form of a final invoice ("Final Invoice"). Payment shall be made in immediately available funds or by wire transfer to a bank named and account designated by Ameren prior to delivery of the material and equipment.

6) **Dispute Resolution:**

If any 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, may use, if mutually agreed to, Alternative Dispute Resolution ("ADR") in accordance with the rules of the American Arbitration Association's Commercial Arbitration Rules. In the event the Parties cannot agree upon an ADR process, both Parties reserve whatever rights they may have to seek resolution of any claim or dispute through an appropriate action in court or before FERC.

7) **Notice and Contact:**

Except as otherwise specifically provided in this Agreement, any notice, demand or request required or authorized by this Agreement to be given by either Party to the other Party shall be in writing and shall either be personally delivered, delivered by mailing the same either in first class mail or with a national private express mail service, postage prepaid, or by transmitting the same by e-mail, telecopy or facsimile equipment (with receipt confirmed) to the other Party at the address provided below. Any such notice, demand, or request delivered or mailed shall be deemed to have been given when so delivered or mailed.

Notices and other communications by FutureGen to Ameren shall be addressed to:

Ameren Services Company
Attn: Kim E. Gardner
Supervisor
1901 Chouteau
Box 66149, MC 635
St. Louis, MO 63166-6149
Tel: 314-554-2896

Notices and other communications by Ameren to FutureGen shall be addressed to:

FutureGen Industrial Alliance, Inc.
Attn: Ken Humphreys, Chief Executive Officer
1101 Pennsylvania Avenue, NW
6th Floor
Washington, DC 20004
Tel: 202-756-2492

with a copy to:

John Buchovecky
Van Ness Feldman LLP
Seventh Floor
1050 Thomas Jefferson St., NW
Washington, DC 20007
Tel: 202-298-1800

Either Party may change its address or contact person by written notice to the other Party in accordance with this Section.

8) **Limitation of Liability:**

The Parties agree that the liability of FutureGen for its Default under this Agreement is limited to the costs incurred by Ameren (plus any interest for late payments or an cancellation costs) for the Procurement Services, up to the date of termination as provided under Section 1 - Effective Date, Termination and Schedule.

Notwithstanding any other provision of this Agreement, neither Party shall be liable in statute, contract, in tort (including negligence), strict liability, or otherwise to the other Party, its agents, representatives, its affiliates and associated companies, and/or its assigns, for any incidental or consequential loss or damage whatsoever resulting from either Party's performance or non-performance of any obligation imposed on it by this Agreement.

9) **Breach, Cure, and Default:**

A breach of this Agreement ("Breach") shall occur upon the failure by a Party to perform or observe any material term or condition of this Agreement. A Breach of this Agreement shall include:

- (i) the failure to pay any amount when due; or
- (ii) the failure to comply with any material term or condition of this Agreement; or
- (iii) failure of either Party to provide information or data to the other Party as required under this Agreement, provided the other Party is entitled to the information or data under this Agreement.

Upon the occurrence of a Breach, the Party not in Breach (the "non-Breaching Party"), when it becomes aware of the Breach, shall give written notice of the Breach to the breaching Party ("Breaching Party"). Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known, 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.

A default of this Agreement ("Default") shall occur upon the failure of a Breaching Party to cure such Breach, or to commence reasonable and appropriate steps to cure the Breach if the Breach cannot be reasonably cured within thirty (30) days. Upon Default, this Agreement shall terminate in accordance with the termination provisions under Section 1 - Effective Date, Termination and Schedule.

10) **Miscellaneous:**

Waiver: Any waiver at any time by either Party of its rights with respect to a Default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver or continuing waiver with respect to any subsequent Default or other matter.

Indemnification: The Parties shall indemnify, defend and hold harmless each other (and their directors, officers, employees, and agents) for any third-party claims arising from the indemnifying Party's gross negligence or willful misconduct, or the gross negligence or willful misconduct of the indemnifying Party's employees, agents, suppliers, contractors or subcontractors in connection with the performance of this Agreement.

Conflict of Law: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois, irrespective of the application of any conflicts of law provisions.

Headings: The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions of the Agreement.

Amendments: This Agreement may be amended by and only by a written instrument duly executed by the Parties hereto.

Severability: If any provision of this Agreement or its application to any party or circumstance is held invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application of that provision to the other parties or to other circumstances is not affected and is to be enforced to the fullest extent permitted by applicable law.


Entire Agreement: This Agreement, with its associated Appendix attached hereto, constitutes the entire agreement between the Parties and this Agreement and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

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

*[remainder of page intentionally left blank]
[signatures appear on following page]*

IN WITNESS WHEREOF, FutureGen Industrial Alliance, Inc. and Ameren Illinois Company have signed and delivered this Agreement in duplicate as of the day and year first above written.

FutureGen Industrial Alliance, Inc.

By: 
Signature

Mark H. Williford
Printed Name

Title: Vice President – Generation

Date: JANUARY 7, 2014

**Ameren Services Company as agent for
Ameren Illinois Company**

By: 
Signature

Maureen Borkowski
Printed Name

Title: Senior Vice President, Transmission

Date: 1/10/14

Appendix A

Procurement Services Description: Ameren shall procure material and equipment associated with the relocation of electric lines to accommodate the FutureGen project. Lines involved in the Procurement Services include but are not limited to: Meredosia-Griggsville 69kV, Meredosia-Mt Sterling 69kV, Meredosia E-Quincy E-1 138kV, and Meredosia E-Quincy E-2 138kV.

Estimated Cost of the Procurement Services: Four Hundred Thousand Dollars (\$400,000)

Scope of Services: Ameren will procure the material and equipment related to the Relocation Work.

Cancellation Charges: If the Procurement Services are cancelled at any time prior to delivery of the material and equipment, FutureGen shall reimburse Ameren for all amounts Ameren is required to pay Supplier related to such cancellation plus all actual expenses directly resulting from such cancellation. Such reimbursement shall not include lost profits and/or unabsorbed overhead.

Schedule: Delivery is planned for first quarter 2014.

Payment: Full payment for the Procurement Services shall be made on or before delivery of the material and equipment to the project site, estimated to be March 1, 2014.

Limitations: In addition to the limitations identified in the Agreement under Section 2, Scope of Services Provided by Ameren, completion of the Procurement Services does not impose or imply any obligation by Ameren to proceed with construction of any new facilities or allow any new connection to the Ameren electric system without a mutual agreement between the Parties regarding the need for such facilities, the ownership of any new or existing facilities, the schedule for construction and the relevant cost and recovery issues. Such cost and recovery issues may include, but are not limited to, cost impacts to other Ameren customers resulting from the Relocation Work.

FERC rendition of the electronically filed tariff records in Docket No. ER14-01294-000
Filing Data:
CID: C001344
Filing Title: 2014-02-10_SA 2633_Ameren-FutureGen Procurement Agr
Company Filing Identifier: 10087
Type of Filing Code: 10
Associated Filing Identifier:
Tariff Title: Midwest ISO Agreements
Tariff ID: 13
Payment Confirmation:
Suspension Motion:

Tariff Record Data:
Record Content Description, Tariff Record Title, Record Version Number, Option Code:
SA 2633, Ameren-FutureGen Procurement Agreement, 31.0.0, A
Record Narrative Name:
Tariff Record ID: 10138
Tariff Record Collation Value: 293737472 Tariff Record Parent Identifier: 4507
Proposed Date: 2014-01-10
Priority Order: 1000000000
Record Change Type: NEW
Record Content Type: 1
Associated Filing Identifier:

AGREEMENT FOR PROCUREMENT SERVICES

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RECITALS:

WHEREAS, FutureGen has requested that Ameren relocate certain electric lines and facilities in and around the existing Meredosia Power Station (the "Relocation Work") related to the repowering of the existing Meredosia Power Station Unit 4 for the incorporation of large scale integrated test of oxy-combustion advanced coal power generation technology (the “FutureGen Project”); and,

WHEREAS, FutureGen has requested that Ameren complete the Relocation Work on or before June 2014; and

WHEREAS, for Ameren to meet this schedule, Ameren must begin procurement services to acquire the materials required for the Relocation Work; and

WHEREAS, the Parties desire to establish the terms and conditions under which Ameren shall begin procurement of the materials required for the Relocation Work;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the Parties agree as follows:

1) Effective Date, Termination and Schedule:

The effective date (“Effective Date”) of this Agreement shall be the date of the signature of the last Party to sign and shall continue in full force and effect until

any of the following occurs:

- (i) the Parties agree to mutually terminate this Agreement; or
- (ii) the date on which the procurement services provided hereunder has been completed and all rights and obligations of the Parties under this Agreement have been satisfied or extinguished; or
- (iii) a non-defaulting Party may terminate this Agreement upon Default of the other Party by giving written notice of termination to the other Party; or
- (iv) the date that is 10 days after FutureGen delivers notice to Ameren that FutureGen is terminating this Agreement as permitted in this Agreement.

Upon termination of this Agreement, Ameren shall use reasonable efforts to stop or suspend its procurement activities under this Agreement and FutureGen shall be responsible to Ameren for any costs incurred by Ameren for such procurement of materials necessary for the Relocation Work and any related activities hereunder prior to and including the date the Agreement is terminated.

Termination of this Agreement shall not relieve either Party of any of its liabilities and obligations arising prior to the date the termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder.

Termination costs may include but are not limited to administrative activities to effectuate the termination, penalties incurred for early termination, cancellation charges, restocking fees, cost of removal or return and site restoration directly related to the procured or stored materials related to the Relocation Work.

If FutureGen terminates this Agreement pursuant to clause (iii) above and FutureGen has paid the applicable amounts owed to Ameren under this Agreement in respect of the termination, then FutureGen or its assignee (including the United States Department of Energy) shall be entitled to take possession, sell to a third party, dispose of or realize the salvage value of all materials procured by Ameren hereunder.

The applicable provisions of this Agreement shall continue in effect after expiration, cancellation, or termination hereof to the extent necessary to provide for final billings, billing adjustments, payment by FutureGen to Ameren of all amounts owed under this Agreement, and the determination and enforcement of liability obligations arising from acts or events that occurred while this Agreement was in effect.

2) Scope of Services Provided by Ameren:

The scope of the procurement services and other related work (the "Procurement Services") shall be as described in Appendix A, attached hereto and made a part of this Agreement.

The Procurement Services shall be carried out using the same standards, practices

and criteria normally used by Ameren for similar procurement services, including but not limited to Good Utility Practice.

Nothing in this Agreement shall obligate Ameren to take any action other than the Procurement Services as set forth herein. The Procurement Services shall not bind Ameren, or its affiliate companies, to any conclusion or course of action.

3) **Information to be Provided by FutureGen to Ameren:**

In order for Ameren to complete the Procurement Services hereunder, FutureGen shall provide in a timely manner such information and other data as is reasonably requested by Ameren.

4) **Reimbursement of Expenses:**

FutureGen shall reimburse Ameren for all costs Ameren incurs to perform the Procurement Services under the terms and conditions of this Agreement in accordance with the billing and payment provisions set forth herein.

5)

Billing and Payment Procedures:

FutureGen shall be liable for the actual costs incurred by Ameren to perform the Procurement Services and any other related activities, including any cancellation costs related to the Procurement Services.

Ameren will provide advance written notice to FutureGen if the estimated cost of the Procurement Services is anticipated to total more than the estimated cost provided in Appendix A; and in that event, Ameren will seek authorization from FutureGen to pay the additional amount. No later than ten (10) business days after receiving written notice from Ameren, FutureGen shall either authorize Ameren in writing to incur the additional cost and proceed with the Procurement Services, or this Agreement shall be terminated immediately. FutureGen agrees to pay Ameren in full for all expenses reasonably incurred by Ameren under this Agreement prior to and including the date the Agreement is terminated including any cancellation costs. FutureGen may inspect the books and records of Ameren during reasonable hours upon reasonable advance notice in order to verify the charges incurred by Ameren for the Procurement Services.

Prior to delivery of the material and equipment, Ameren will invoice FutureGen for the actual costs and charges related to the Procurement Services in the form of a final invoice (“Final Invoice”). Payment shall be made in immediately available funds or by wire transfer to a bank named and account designated by Ameren prior to delivery of the material and equipment.

6) Dispute Resolution:

If any 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, may use, if mutually agreed to, Alternative Dispute Resolution (“ADR”) in accordance with the rules of the American Arbitration Association’s Commercial Arbitration Rules. In the event the Parties cannot agree upon an ADR process, both Parties reserve whatever rights they may have to seek resolution of any claim or dispute through an appropriate action in court or before FERC.

7) Notice and Contact:

Except as otherwise specifically provided in this Agreement, any notice, demand or request required or authorized by this Agreement to be given by either Party to the other Party shall be in writing and shall either be personally delivered, delivered by mailing the same either in first class mail or with a national private express mail service, postage prepaid, or by transmitting the same by e-mail, telecopy or facsimile equipment (with receipt confirmed) to the other Party at the address provided below. Any such notice, demand, or request delivered or mailed shall be deemed to have been given when so delivered or mailed.

Notices and other communications by FutureGen to Ameren shall be addressed

to:

Ameren Services Company
Attn: Kim E. Gardner
Supervisor
1901 Chouteau
Box 66149, MC 635
St. Louis, MO 63166-6149
Tel: 314-554-2896

Notices and other communications by Ameren to FutureGen shall be addressed to:

FutureGen Industrial Alliance, Inc.
Attn: Ken Humphreys, Chief Executive Officer
1101 Pennsylvania Avenue, NW
6th Floor
Washington, DC 20004
Tel: 202-756-2492

with a copy to:

John Buchovecky
Van Ness Feldman LLP
Seventh Floor
1050 Thomas Jefferson St., NW
Washington, DC 20007
Tel: 202-298-1800

Either Party may change its address or contact person by written notice to the other Party in accordance with this Section.

8) Limitation of Liability:

The Parties agree that the liability of FutureGen for its Default under this Agreement is limited to the costs incurred by Ameren (plus any interest for late payments or an cancellation costs) for the Procurement Services, up to the date of termination as provided under Section 1 - Effective Date, Termination and Schedule.

Notwithstanding any other provision of this Agreement, neither Party shall be liable in statute, contract, in tort (including negligence), strict liability, or otherwise to the other Party, its agents, representatives, its affiliates and associated companies, and/or its assigns, for any incidental or consequential loss or damage whatsoever resulting from either Party's performance or non-

performance of any obligation imposed on it by this Agreement.

9) Breach, Cure, and Default:

A breach of this Agreement (“Breach”) shall occur upon the failure by a Party to perform or observe any material term or condition of this Agreement. A Breach of this Agreement shall include:

- (i) the failure to pay any amount when due; or
- (ii) the failure to comply with any material term or condition of this Agreement; or
- (iii) failure of either Party to provide information or data to the other Party as required under this Agreement, provided the other Party is entitled to the information or data under this Agreement.

Upon the occurrence of a Breach, the Party not in Breach (the “non-Breaching Party”), when it becomes aware of the Breach, shall give written notice of the Breach to the breaching Party (“Breaching Party”). Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known, 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.

A default of this Agreement (“Default”) shall occur upon the failure of a Breaching Party to cure such Breach, or to commence reasonable and appropriate steps to cure the Breach if the Breach cannot be reasonably cured within thirty (30) days. Upon Default, this Agreement shall terminate in accordance with the termination provisions under Section 1 - Effective Date, Termination and Schedule.

10) Miscellaneous:

Waiver: Any waiver at any time by either Party of its rights with respect to a Default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver or continuing waiver with respect to any subsequent Default or other matter.

Indemnification: The Parties shall indemnify, defend and hold harmless each other (and their directors, officers, employees, and agents) for any third-party claims arising from the indemnifying Party’s gross negligence or willful misconduct, or the gross negligence or willful misconduct of the indemnifying Party’s employees, agents, suppliers, contractors or subcontractors in connection with the performance of this Agreement.

Conflict of Law: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois, irrespective of the application of any conflicts of law provisions.

Headings: The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions of the Agreement.

Amendments: This Agreement may be amended by and only by a written instrument duly executed by the Parties hereto.

Severability: If any provision of this Agreement or its application to any party or circumstance is held invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application of that provision to the other parties or to other circumstances is not affected and is to be enforced to the fullest extent permitted by applicable law.

Entire Agreement: This Agreement, with its associated Appendix attached hereto, constitutes the entire agreement between the Parties and this Agreement and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

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

[remainder of page intentionally left blank]
[signatures appear on following page]

IN WITNESS WHEREOF, FutureGen Industrial Alliance, Inc. and Ameren Illinois Company have signed and delivered this Agreement in duplicate as of the day and year first above written.

FutureGen Industrial Alliance, Inc.

By: /s/ Mark H. Williford
Signature
Mark H. Williford
Printed Name

Title: Vice President – Generation

Date: January 7, 2014

**Ameren Services Company as agent for
Ameren Illinois Company**

By: /s/ Maureen Borkowski
Signature
Maureen Borkowski
Printed Name

Title: Senior Vice President, Transmission

Date: 1/10/14

Appendix A

Procurement Services Description: Ameren shall procure material and equipment associated with the relocation of electric lines to accommodate the FutureGen project. Lines involved in the Procurement Services include but are not limited to: Meredosia-Griggsville 69kV, Meredosia-Mt Sterling 69kV, Meredosia E-Quincy E-1 138kV, and Meredosia E-Quincy E-2 138kV.

Estimated Cost of the Procurement Services: Four Hundred Thousand Dollars (\$400,000)

Scope of Services: Ameren will procure the material and equipment related to the Relocation Work.

Cancellation Charges: If the Procurement Services are cancelled at any time prior to delivery of the material and equipment, FutureGen shall reimburse Ameren for all amounts Ameren is required to pay Supplier related to such cancellation plus all actual expenses directly resulting from such cancellation. Such reimbursement shall not include lost profits and/or unabsorbed overhead.

Schedule: Delivery is planned for first quarter 2014.

Payment: Full payment for the Procurement Services shall be made on or before delivery of the material and equipment to the project site, estimated to be March 1, 2014.

Limitations: In addition to the limitations identified in the Agreement under Section 2, Scope of Services Provided by Ameren, completion of the Procurement Services does not impose or imply any obligation by Ameren to proceed with construction of any new facilities or allow any new connection to the Ameren electric system without a mutual agreement between the Parties regarding the need for such facilities, the ownership of any new or existing facilities, the schedule for construction and the relevant cost and recovery issues. Such cost and recovery issues may include, but are not limited to, cost impacts to other Ameren customers resulting from the Relocation Work.

Document Content(s)

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