

## ATTACHMENT A-2

### Form of Consent to Assignment

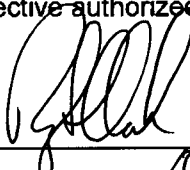
This Consent to Assignment, dated and effective as of October 24, 2011, is entered into, by and among Associated Electric Cooperative, Inc. acting in its capacity as Transmission Provider ("AECI"), Associated Electric Cooperative, Inc. acting in its capacity as Transmission Customer ("Reseller") and CPV Cimaron Renewable Energy Company LLC ("Assignee").

- Reseller, by separate agreement between Reseller and Assignee, is assigning to Assignee Transmission Service obtained by Reseller under AECI's Transmission Tariff, as specified in this Agreement or any required OASIS posting; provided that the assignment, including compensation, is subject to the provisions of the Tariff.
- AECI hereby consents to such assignment under the terms and conditions specified in this Agreement.
- Prior to the commencement of the Transmission Service, Assignee has been determined by AECI to be an Eligible Customer that has taken assignment of or entered into the applicable Service Agreement under which the assigned Transmission Service will be taken by Assignee.
- As provided in the Tariff and AECI's Business Practices, the assignment of Transmission Service must be conducted through or otherwise posted on AECI's OASIS on or before the date the assigned Transmission Service is to commence.
- For the assigned Transmission Service, AECI shall charge the Reseller, as appropriate, at the rate stated in the Reseller's original Service Agreement with AECI or the applicable rate posted on OASIS, and the Reseller shall be responsible under its separate agreement with the Assignee to collect its compensation for the assignment of Transmission Service.
- Notwithstanding any dispute Reseller and Assignee may have under such assignment, Reseller shall pay AECI for the assigned Transmission Service as such amounts are due and payable under the Reseller's Service Agreement with AECI. Failure to pay such amounts when due shall result in suspension of and thereafter possible termination of Transmission Service in accordance with the Tariff. Both Reseller and Assignee will be notified prior to suspension or termination of Transmission Service under the provisions of their Service Agreements.
- The assigned Transmission Service shall be the same as the Reseller's original Service Agreement (Points of Receipt, Points of Delivery, service priority) unless Assignee requests a change in service that is available under the Tariff, in which case such change must be obtained by Assignee in accordance with the provisions of the Tariff.

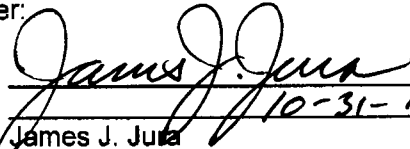
- The specific affected Service Agreements covering Transmission Service that is assigned are indicated in the Attachment to this Agreement.
- The Tariff, as such now exists or may hereafter be modified, is incorporated herein and made a part hereof. In the event of any conflict between this Agreement and the Tariff, the Tariff shall control.
- Any waiver at any time by any Party of its rights with respect to any default of any other Party or with respect to any other matter arising in connection with this Agreement shall not be considered a waiver with respect to any other default or matter.
- The validity, interpretation, and performance of this Agreement shall be governed by applicable Missouri law.
- This Agreement is effective as of the date first above written and shall continue in effect for the term of the assigned Transmission Service.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officials.


AECI:

By:   
 Date: 10/31/11  
 Name: Roger S. Clark  
 Title: Director, Engineering and Operations

Reseller:

By:   
 Date: 10-31-11  
 Name: James J. Jura  
 Title: CEO and General Manager

Assignee:

By:   
 Date: 10/26/2011  
 Name: Sean S. Pinneroty  
 Title: Sr. Vice President

### **Attachment to Consent to Assignment**

1. **Service Agreement #1: Reference OASIS # 72836060. Firm Point-To-Point Transmission Service for 156 MW from AECl to TVA for the period between January 1, 2010 and January 1, 2014.**
  - a. **Service Agreement #1 will be partially assigned with its original Point of Receipt and Point of Delivery to Assignee with the following limitations:**
    - i. **Term of Assignment: September 1, 2012 through December 31, 2013.**
    - ii. **Capacity of Assignment: 156 MW**
  
2. **Service Agreement #2: Reference OASIS # 72622518. Firm Point-To-Point Transmission Service for 256 MW from AECl to TVA for the period between January 1, 2009 and January 1, 2014.**
  - a. **Service Agreement #2 will be partially assigned with its original Point of Receipt and Point of Delivery to Assignee with the following limitations:**
    - i. **Term of Assignment: September 1, 2012 through December 31, 2013.**
    - ii. **Capacity of Assignment: 6 MW**
  
3. **Service Agreement #3: Reference OASIS # 76088831. Firm Point-To-Point Transmission Service for 156 MW from AECl to TVA for the period between January 1, 2014 and January 1, 2023.**
  - a. **Service Agreement #3 will be partially assigned with its original Point of Receipt and Point of Delivery to Assignee with the following limitations:**
    - i. **Term of Assignment: January 1, 2014 through August 31, 2022.**
    - ii. **Capacity of Assignment: 156 MW**
  
4. **Service Agreement #4: Reference OASIS # 76088828. Firm Point-To-Point Transmission Service for 256 MW from AECl to TVA for the period between January 1, 2014 and January 1, 2023.**
  - a. **Service Agreement #4 will be partially assigned with its original Point of Receipt and Point of Delivery to Assignee with the following limitations:**
    - i. **Term of Assignment: January 1, 2014 through August 31, 2022.**
    - ii. **Capacity of Assignment: 6 MW**

**ATTACHMENT A-1**  
**Written Application and Specifications for Long-Term**  
**Firm Point-To-Point Transmission Service**

1.0 Identity name, address, telephone number, e-mail and facsimile number:

Associated Power Marketing  
2814 S. Golden  
Springfield, MO 65807  
Phone (417) 885-9338  
Fax (417) 885-9274

2.0 Is the entity an Eligible Customer under the Tariff? (yes/no)  
Yes

3.0 Description (supply characteristics) of capacity and energy to be transmitted by the Transmission Provider including source and sink:  
System firm power from source AECI to sink TVA  
Transmission Request # 72836060

4.0 Point(s) of Receipt: AECI  
Delivering Party: AECI

5.0 Point(s) of Delivery: TVA  
Receiving Party: TVA

6.0 Term of Transaction: Yearly  
Start Date: 01/01/2010 00:00  
Termination Date: 01/01/2014 00:00

8.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity):  
156 MW

9.0 Name(s) of any Intervening Systems providing transmission service:  
None

10.0 Service may be subject to some combination of the charges detailed below.  
(The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

10.1 Transmission Charge:  
\$20,655.36 \$/MW-Year

10.2 Ancillary Services Charges:  
Scheduling, System Control, and Dispatch \$226.49 MW -Year  
Reactive Supply and Voltage Control From Generation or Other Sources \$563.91 MW -Year

11.0 Limitations on Rollover:  
None

**ATTACHMENT A-1**  
**Written Application and Specifications for Long-Term**  
**Firm Point-To-Point Transmission Service**

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Springfield, MO 65807  
Phone (417) 885-9338  
Fax (417) 885-9274

2.0 Is the entity an Eligible Customer under the Tariff? (yes/no)  
Yes

3.0 Description (supply characteristics) of capacity and energy to be transmitted by  
the Transmission Provider including source and sink:  
System firm power from source AECI to sink TVA  
Transmission Request # 72822518

4.0 Point(s) of Receipt: AECI  
Delivering Party: AECI

5.0 Point(s) of Delivery: TVA  
Receiving Party: TVA

6.0 Term of Transaction: Yearly  
Start Date: 01/01/2009 01:00  
Termination Date: 01/01/2014 01:00

8.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity):  
256 MW

9.0 Name(s) of any Intervening Systems providing transmission service:  
None

10.0 Service may be subject to some combination of the charges detailed below.  
(The appropriate charges for individual transactions will be determined in  
accordance with the terms and conditions of the Tariff.)

10.1 Transmission Charge:  
\$20,655.36 \$/MW-Year

10.2 Ancillary Services Charges:  
Scheduling, System Control, and Dispatch \$226.49 MW -Year  
Reactive Supply and Voltage Control From Generation or Other  
Sources \$563.91 MW -Year

11.0 Limitations on Rollover:  
None

**ATTACHMENT A-1**  
**Written Application and Specifications for Long-Term**  
**Firm Point-To-Point Transmission Service**

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Springfield, MO 65807  
Phone (417) 885-9338  
Fax (417) 885-9274

2.0 Is the entity an Eligible Customer under the Tariff? (yes/no) Yes

3.0 Description (supply characteristics) of capacity and energy to be transmitted by the Transmission Provider including source and sink:  
System firm power from source AECI to sink in and/or through TVA.  
Transmission Request # 76088831

4.0 Point(s) of Receipt: AECI  
Delivering Party: AECI

5.0 Point(s) of Delivery: TVA  
Receiving Party: TVA

6.0 Term of Transaction: Yearly  
Start Date: 01/01/2014 00:00 CPT  
Termination Date: 01/01/2023 00:00 CPT

8.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity):  
156 MW

9.0 Name(s) of any Intervening Systems providing transmission service:  
None

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\$20,655.36 MW-Year

10.2 Ancillary Services Charges:  
Schedule 1 Scheduling, System Control and Dispatch: \$226.49 MW-Year  
Schedule 2 Reactive Supply and Voltage Control from Generation or other Sources: \$563.91 MW-Year

11.0 Limitations on Rollover: Service and Rollover Rights Subject to the New Madrid-Tiptonville 161 kV line being available.

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**Firm Point-To-Point Transmission Service**

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2814 S. Golden  
Springfield, MO 65807  
Phone (417) 885-9338  
Fax (417) 885-9274

2.0 Is the entity an Eligible Customer under the Tariff? (yes/no) Yes

3.0 Description (supply characteristics) of capacity and energy to be transmitted by the Transmission Provider including source and sink:  
System firm power from source AECl to sink in and/or through TVA .  
Transmission Request # 76088828

4.0 Point(s) of Receipt: AECl  
Delivering Party: AECl

5.0 Point(s) of Delivery: TVA  
Receiving Party: TVA

6.0 Term of Transaction: Yearly  
Start Date: 01/01/2014 00:00 CPT  
Termination Date: 01/01/2023 00:00 CPT

8.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity):  
256 MW

9.0 Name(s) of any Intervening Systems providing transmission service:  
None

10.0 Service may be subject to some combination of the charges detailed below.  
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