

ATTACHMENT A-2

Form of Consent to Assignment

This Consent to Assignment, dated and effective as of June 01, 2017, is entered into, by and among Associated Electric Cooperative, Inc. ("AECI"), Associated Electric Cooperative, Inc. ("Reseller"), and Associated Electric Cooperative, Inc. ("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 there after 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.

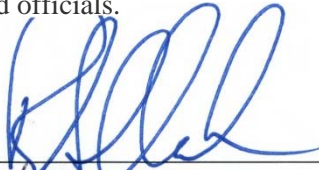
- The specific affected Service Agreements covering Transmission Service that is

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.

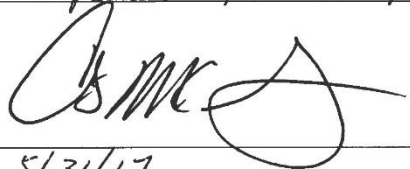
AECI:

By: 
Date: 5/31/17
Name: Roger Clark
Title: VP, Engineering and Operations

Reseller:

By: 
Date: 5/31/17
Name: Kirk Clark
Title: Supervisor, Power Marketing

Assignee:

By: 
Date: 5/31/17
Name: Chris McGreeney
Title: Manager, Transmission Services

Attachment to Consent to Resale

- 1) Service Agreement: Reference OASIS # 79083882. Firm Point-To-Point Transmission Service for 522 MW from AECI to SWPP for the period between January 1, 2015 and January 1, 2020.
 - a. Service Agreement will be partially assigned with its original Point of Receipt and Point of Delivery to Assignee with the following limitations:
 - i. Term of Assignment on New Reference # 84918204: June 1, 2017 through January 1, 2020.
 - ii. Capacity of Assignment: 16 MW