

JOINT PRICING ZONE REVENUE ALLOCATION AGREEMENT

This Joint Pricing Zone Revenue Allocation Agreement ("Agreement") is made and entered into as of the ____ day of ____, 2019, by and between Big Rivers Electric Corporation ("BREC"), a Kentucky rural electric cooperative, and City of Henderson, KY, Utility Commission, DBA Henderson Municipal Electric Power & Light ("HMPL"), a Kentucky municipal utility, established under KRS 96.520, et seq. and any successors thereof, which are referred to herein collectively as "Parties" and singularly as "Party," with respect to the allocation of revenues that the Midcontinent Independent System Operator, Inc. ("MISO") distributes to the BREC pricing zone (a zone that includes facilities of BREC and HMPL, hereinafter referred to as "BREC Joint Pricing Zone").

WITNESSETH:

WHEREAS, BREC became a MISO Transmission Owner in the BREC Zone on effective December 1, 2010;

WHEREAS since that time, BREC has taken transmission service under the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Tariff"), while continuing to take carved out transmission service under Grandfathered Agreement #512 as listed on MISO Attachment P with regard to delivery of entitlements from the Southeastern Power Administration ("SEPA") and continuing to provide transmission service under a number of other Grandfathered Agreements listed in MISO Attachment P; and

WHEREAS, HMPL was approved as a MISO Transmission Owner on December 6, 2018, to be effective February 1, 2019 and owns certain transmission facilities in the BREC Zone; and

WHEREAS, effective February 1, 2019, HMPL also will become a Network Integration Transmission Service ("NITS" or "network service") customer under the MISO Tariff, while continuing to take carved out transmission service under Grandfathered Agreement #511 as listed in MISO Attachment P with regard to delivery of entitlements from SEPA; and

WHEREAS, effective February 1, 2019, the revenue requirements for each Party's Zonal Transmission Facilities will be included in the MISO rates for the BREC Zone; and

WHEREAS, MISO collects Intra-Zonal and Inter-Zonal Revenues for a pricing zone and remits those revenues to a single Transmission Owner regardless of the number of Transmission Owners within that pricing zone; and

WHEREAS, MISO bills and collects revenues for MISO network service provided to network customers in each MISO transmission pricing zone excluding, among other things, load served under the bundled load exemption; and

WHEREAS, pursuant to the bundled load exemption MISO does not bill and does not collect revenues for the MISO network transmission service provided to BREC; and

WHEREAS, MISO distributes all Intra-Zonal Revenues and Inter-Zonal Revenues allocable to the BREC Joint Pricing Zone to BREC; and

WHEREAS, this Agreement addresses the allocation of MISO revenues among the Parties identified herein so that each Party will recover its proportionate share of these MISO revenues; and

WHEREAS, this Agreement addresses payments among the Parties for network service in the BREC Joint Pricing Zone that are not billed through Schedule 9 by MISO;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Agreement without other definitions will have the meanings set forth below or, if not set forth below, as defined in the Tariff:

Agreement: This Joint Pricing Zone Revenue Allocation Agreement, including any attachments hereto, or amendments thereof.

Annual Transmission Revenue Requirement ("ATRR"): The net transmission revenue requirement for each Party as reflected in that Party's Attachment O.

ATRR Allocator: The percentage representing the *pro rata* share of each Party's ATRR relative to the Zonal Revenue Requirement, expressed to two decimal places (*e.g.* 12.34%) and computed at least annually (and recalculated whenever there is a change to a Party's ATRR).

BREC Joint Pricing Zone: Zone 27 of the Tariff, or its successor designation.

Attachment O: Attachment O to the Tariff applicable to each Party.

Facilities Value: The gross book value of the Zonal Transmission Facilities owned by each Party, as reflected in that Party's Attachment O.

FERC or Commission: The Federal Energy Regulatory Commission or its successor.

Governmental Authority: Any court, tribunal, agency, commission, or similar governing entity having jurisdiction over the applicable Party or subject matter.

Gross Book Value ("GBV") Allocator: The percentage representing the *pro rata* share of each Party's Facilities Value relative to the Total Facilities Value (in terms of gross book value), expressed to two decimal places (*e.g.*, 12.34%) and computed at least annually (and recalculated whenever a Party's Attachment O is updated).

Imputed Transmission Charge ("ITC"): The monthly imputed charge for network integration transmission service utilized by each Party to serve its Network Load, if any, in the Joint Pricing Zone, as determined in accordance with Section 3.3(a).

Inter-Zonal MISO Adjustments: Credit or debit adjustments to Inter-Zonal Revenues made by MISO after such revenues have been distributed to BREC.

Inter-Zonal Revenues: Revenues received by BREC from MISO, which were collected by MISO under Tariff Schedules 7 and 8 from point-to-point transmission service customers for transactions into, out of, or outside of the BREC Joint Pricing Zone, and distributed to BREC for the BREC Joint Pricing Zone.

Intra-Zonal MISO Adjustments: Credit or debit adjustments to Intra-Zonal Revenues made by MISO after such revenues have been distributed to BREC.

Intra-Zonal Revenues: Revenues received by BREC from MISO, which were collected by MISO under Tariff Schedule 9 from network integrated transmission service customers within the BREC Joint Pricing Zone, and distributed to BREC for the BREC Joint Pricing Zone, and revenues received by BREC from MISO, which were collected by MISO under Tariff Schedules 7 and 8 from point-to-point transmission service customers for transactions within the BREC Joint Pricing Zone, and distributed to BREC for the BREC Joint Pricing Zone.

MISO: The Midcontinent Independent System Operator, or its successor.

Monthly Network Revenues: The *pro rata* share of revenues associated with the Zonal ITC to which each Party is entitled, which is determined using the ATRR Allocator.

Monthly Net Revenues: The amount that each Party is entitled to receive (if this amount is positive) or obligated to pay (if this amount is negative) under this Agreement each month.

Network Load: For a given month, each Party's system coincident peak load using the Zonal Transmission Facilities in the BREC Zone, including load served under Grandfathered Agreements, as reported to BREC, excluding any load that already pays Tariff Schedule 9 charges directly to MISO. A Party's Network Load may be zero if the party pays Zone 27 Tariff Schedule 9 directly to MISO.

Parties: The signatories to this Agreement.

Revenue Share: The revenues to which each Party is entitled prior to deduction of its Imputed Transmission Charge, which revenues include its Monthly Network Revenues, its share of Inter-Zonal Revenues, and its share of Intra-Zonal Revenues, as calculated on a monthly basis.

Tariff: The Open Access Transmission, Energy and Operating Reserve Markets Tariff for the Midcontinent Independent System Operator, Inc. on file with the Commission as MISO FERC Electric Tariff, Fifth Revised Volume No. 1, or any successor tariff.

Total Facilities Value: The sum of the Parties' Facilities Values.

Transmission Owner: A signatory to the Transmission Owners' Agreement that meets the criteria for the term "Owner" set forth therein and that has received approval from the MISO Board of Directors.

Transmission Owners' Agreement: Agreement of Transmission Facilities Owners to Organize the Midwest Independent Transmission System Operator, Inc., a Delaware Non-Stock Corporation, on file with the FERC as MISO FERC Electric Tariff, Third Revised Rate Schedule No. 1, or any successor agreement.

Zonal ITC: The sum of the Parties' Imputed Transmission Charges.

Zonal Revenue Requirement: The sum of the Parties' Zone 27 ATRRs.

Zonal Transmission Facilities: Facilities that are classified as transmission pursuant to the Tariff and whose revenue requirements are allocated to Zone 27, as reflected in a Party's Attachment O.

Zone 27 ATRR: For each Party, the portion of its ATRR that is allocated to Zone 27 for its Zonal Transmission Facilities, as reflected in that Party's Attachment O.

Zonal Transmission Rate: The rate for monthly network integration transmission service provided in the BREC Joint Pricing Zone under Tariff Schedule 9.

ARTICLE II

RELATIONSHIPS BETWEEN MISO AND THE PARTIES

2.1 Relationship between MISO and the Parties. As the Tariff administrator and independent operator of a regional transmission system that includes the Zonal Transmission Facilities, MISO distributes Inter-Zonal Revenues and Intra-Zonal Revenues to BREC. Pursuant to the Transmission Owners' Agreement, each of the Parties is entitled to a portion of such Inter- and Intra-Zonal Revenues. BREC, as designee to receive such revenues allocated to the BREC Joint Pricing Zone, shall distribute such revenues pursuant to this Agreement.

2.2 Relationship between the Parties. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon a Party. BREC will bill, allocate, and distribute all amounts due to, or owed by, the Parties under this Agreement. Payments due hereunder are not subject to offset and shall not be otherwise affected by other dealings, arrangements, or disputes between the Parties.

ARTICLE III

REVENUE DISTRIBUTION METHOD

3.1 Annual Calculations. On an annual basis, or as otherwise necessary to reflect changes to Zonal Transmission Facilities, the Parties will update their respective Attachment O templates. BREC will use the Attachment O information to calculate the following:

- (a) **Total Facilities Value; GBV Allocator.** To determine the Total Facilities Value, BREC will calculate the sum of all Parties' Facilities Values. BREC will

then determine a GBV Allocator for each Party based on the *pro rata* share of that Party's Facilities Value relative to the Total Facilities Value.

(b) **Zonal Revenue Requirement; ATRR Allocator.** To determine the Zonal Revenue Requirement, BREC will calculate the sum of all Parties' Annual Transmission Revenue Requirements. BREC will then determine an ATRR Allocator for each Party based on the *pro rata* share of that Party's Annual Transmission Revenue Requirement relative to the Zonal Revenue Requirement.

3.2 Distribution of Annual Calculations. The computations detailed in Section 3.1 above will be calculated annually and recalculated any time there is a change in a Party's Attachment O or the calculation of its Annual Transmission Revenue Requirement thereunder. BREC will provide these calculations to the Parties within thirty (30) days of a change in the Attachment O data and calculations posted by MISO.

3.3 Monthly Calculations. The following computations will be made on a monthly basis:

(a) **Imputed Transmission Charge.** To determine the Imputed Transmission Charge for each Party, BREC will multiply that Party's Network Load by the Zonal Transmission Rate. For this Imputed Transmission Charge calculation, the Zonal Transmission Rate is calculated by dividing the MISO Schedule 9 rate for the BREC Joint Pricing Zone (\$/MW-Year) by 1000, then divided by 365, and multiplying by the days of the then current month. A Party's Network Load and Imputed Transmission Charge may be zero.

(b) **Zonal ITC.** To determine the Zonal ITC, BREC will calculate the sum of all Parties' Imputed Transmission Charges, if any, for the appropriate month.

(c) **Revenue Shares.** To calculate the Revenue Share for each Party, BREC will determine the sum of the following three (3) numbers, as illustrated below:

- (i) the product of the Inter-Zonal Revenues for the preceding month (net of Inter-Zonal MISO Adjustments) and that Party's GBV Allocator;
- (ii) the product of the Intra-Zonal Revenues for the preceding month (net of Intra-Zonal MISO Adjustments) and that Party's ATRR Allocator; and
- (iii) that Party's Monthly Network Revenues calculated as the product of the Zonal ITC and that Party's ATRR Allocator.

(d) **Inter-Zonal MISO Adjustments.** Inter-Zonal MISO Adjustments are applicable only to revenues that were distributed to BREC and shared by the Parties pursuant to this Agreement. The GBV Allocators in effect when the revenues that require the Inter-Zonal MISO Adjustment were originally shared shall be used to allocate the Inter-Zonal MISO Adjustment. Each month, BREC shall review the Inter-Zonal MISO Adjustments and allocate the Inter-Zonal MISO Adjustments. Inter-Zonal MISO Adjustments may be either positive or negative.

(e) **Intra-Zonal MISO Adjustments.** Intra-Zonal MISO Adjustments are applicable only to revenues that were distributed to BREC and shared by the Parties pursuant to this Agreement. The ATRR Allocators in effect when the revenues that require the Intra-Zonal MISO Adjustment were originally shared shall be used to allocate the Intra-Zonal MISO Adjustment. Each month, BREC shall review the Intra-Zonal MISO Adjustments and allocate the Intra-Zonal MISO Adjustments. Intra-Zonal MISO Adjustments may be either positive or negative.

Figure 1: Revenue Share (Illustration)

$$\begin{array}{lcl}
 \text{BREC Revenue Share} & = & \begin{array}{c} \text{BREC} \\ \text{GBV Allocator} \\ \times \\ \text{Inter-Zonal} \\ \text{Revenues} \end{array} + \begin{array}{c} \text{BREC} \\ \text{ATRR Allocator} \\ \times \\ \text{Intra-Zonal} \\ \text{Revenues} \end{array} + \begin{array}{c} \text{BREC} \\ \text{ATRR Allocator} \\ \times \\ \text{Zonal ITC} \end{array} \\
 \\
 \text{HMPL Revenue Share} & = & \begin{array}{c} \text{HMPL} \\ \text{GBV Allocator} \\ \times \\ \text{Inter-Zonal} \\ \text{Revenues} \end{array} + \begin{array}{c} \text{HMPL} \\ \text{ATRR Allocator} \\ \times \\ \text{Intra-Zonal} \\ \text{Revenues} \end{array} + \begin{array}{c} \text{HMPL} \\ \text{ATRR Allocator} \\ \times \\ \text{Zonal ITC} \end{array}
 \end{array}$$

(f) **Monthly Net Revenues.** To calculate the Monthly Net Revenues for each Party, BREC will subtract that Party's Imputed Transmission Charge, if any, from its Revenue Share.

3.4 Monthly Payments. The following payments will be made on a monthly basis:

(a) If HMPL's Monthly Net Revenues are positive, then BREC will pay an amount equal to HMPL's Net Revenues to HMPL.

(b) If HMPL's Monthly Net Revenues are negative, then HMPL will pay an amount equal to HMPL's Net Revenues to BREC.

(c) Payments shall be made by the twentieth day of each month by wire transfer, automated clearing house, or other mutually agreeable payment method.

3.5 Illustration of Calculations. Calculation of Joint Pricing Zone Revenue Shares and Monthly Net Revenues under this Article III is illustrated in Attachment A hereto, which shows the implementation of the revenue-sharing provisions of this Agreement for a single period.

3.6 Provision of Information. By the fifteenth day of each month, BREC will provide HMPL with the calculations provided for herein, based on then-available data (including MISO monthly transmission revenue and transmission cost files), for the preceding month, including the calculations for Monthly Revenue Shares and Net Revenues for each Party, as well as Inter-Zonal Revenues and Intra-Zonal Revenues for the BREC Joint Pricing Zone. After receiving from MISO any Inter-Zonal MISO Adjustments and/or Intra-Zonal MISO Adjustments, BREC will provide a line item on the following month's calculations identifying such.

3.7 Data and Records Requirements. BREC will maintain records substantiating all revenues that it allocates, distributes, or receives under this Agreement. HMPL will maintain records substantiating all information provided to BREC and documenting all amounts that it pays or receives under this Agreement. The records maintained by the Parties pursuant to this Section 3.7 shall be subject to the audit requirements of Section 8.9.

3.8 Billing Errors. The Parties shall be obligated to disclose to each Party any known, identified, or potential billing error(s) within 10 business days of the potential error being identified. The Parties agree that any such billing error, once validated, shall be settled retroactively to the start of the error or 12 calendar months from the

date BREC is notified (or notifies the Parties) in writing of the error, whichever is shorter. Interest (calculated in accordance with the FERC's regulations at 18 CFR § 35.19a) shall be applicable to the retroactive payments for billing errors that are settled per the terms of this provision.

ARTICLE IV

TERM AND WITHDRAWAL

4.1 Effective Date. The allocation and distribution of revenues set forth in Article III of this Agreement will be deemed effective as of February 1, 2019.

4.2 Termination. This Agreement will remain in effect for five years after the date of its execution and continue thereafter so long as the rates for service under the Tariff are zonal-based rates and BREC and HMPL are Transmission Owners. Starting on the third anniversary of the execution of this Agreement, any Party may terminate its participation in this Agreement by providing two (2) years' prior written notice of its intent to terminate. The Parties' obligations under this Agreement shall continue after termination of the Agreement until final billings and payments are completed.

4.3 Withdrawal from MISO. Notwithstanding Section 4.2, upon one year's prior written notice to the other Party, a Party may withdraw from this Agreement if such Party is withdrawing from MISO. Up to and after its withdrawal from MISO, the withdrawing Party will be entitled to receive, or obligated to pay, revenues in accordance with Article III for the period up to its withdrawal. All of the withdrawing Party's other rights and obligations hereunder will terminate upon withdrawal from MISO, subject to financial settlement for the period ending on the date of termination. Nothing in this Agreement will be construed as affecting the rights of a Party hereto to: (i) unilaterally seek to withdraw from MISO; or (ii) challenge such withdrawal from MISO by any other Party.

4.4 Material Changes to MISO Tariff. In the event that the Commission approves a change to the MISO Tariff that has a material impact on the revenue-sharing provisions in Article III of this Agreement, the Parties shall negotiate in good faith to amend this Agreement. If the Parties are unable to reach agreement on amendments to this Agreement, any Party may terminate its participation in the Agreement upon one year's prior written notice to the other Parties.

ARTICLE V

OTHER TARIFF SCHEDULES AND CHARGES

5.1 Revenues Collected Pursuant to Other Tariff Schedules. Unless specifically addressed by this Agreement, revenues collected by MISO pursuant to Tariff Schedules that are in effect at the time of execution of this Agreement, but are not explicitly referenced in this Agreement, will not be distributed under this Agreement. In the event that the Commission approves new Schedules to the Tariff, the Parties will negotiate in good faith to establish an equitable methodology for allocation of revenues collected thereunder, applying the principles established by this Agreement.

ARTICLE VI

AMENDMENT AND NEW PARTIES

6.1 Amendment. This Agreement may be amended only by a written instrument duly executed by all of the Parties. No modification to any of the provisions herein will be binding on any of the Parties unless approved in writing by all of the Parties.

ARTICLE VII

DISPUTE RESOLUTION

7.1 Dispute Resolution Process. Any dispute or controversy relating to this Agreement shall be referred to one or more designated representative(s) of each affected Party for resolution on an informal basis as promptly as practicable. Any Party may initiate this process by providing written notice of the dispute to the other Parties. In the event that the Parties are unable to resolve the dispute within sixty (60) days, the dispute may be referred to formal alternative dispute resolution processes if mutually agreeable to the Parties. If no satisfactory resolution is reached, the processes set forth in this provision will terminate. Thereafter, such dispute or controversy may be submitted to any Governmental Authority having jurisdiction under applicable law.

7.2 Reimbursement. Any amounts owed by any Party upon the resolution of a dispute shall be paid within ten (10) days following resolution of that dispute, including interest from the original due date, calculated in accordance with the FERC's regulations at 18 CFR § 35.19a, unless otherwise agreed by the Parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Descriptive Headings. The descriptive headings in this Agreement have been inserted for convenience of reference and shall not affect the construction of this Agreement.

8.2 Governing Law and Venue. This Agreement shall be interpreted and enforced according to the laws of the State of Kentucky, except to the extent preempted by the laws of the United States of America. Any action arising hereunder that involves questions of state law shall be instituted and litigated in the courts of Kentucky.

8.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the Parties' successors and assigns.

8.4 Delivery of Notices. Notices required under this Agreement shall be provided to the parties identified in Attachment B to this Agreement. Any notice required under this Agreement will be deemed to have been given either: i) upon delivery, if sent by certified mail/return receipt requested or overnight courier; or ii) upon confirmation, if given by other reliable means. The addresses to which notices are to be delivered are set forth in Attachment B, which may be revised by the Parties through notice without requiring formal amendment.

8.5 Entire Agreement. This Agreement, including any attachments hereto, constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement, and its interpretation shall not be affected by previous or contemporary oral or written representations made by any Party unless such representations are contained in this Agreement.

8.6 Counterparts. This Agreement may be executed in counterparts, all of which will constitute one agreement and will have the same force and effect as an original instrument.

8.7 Section 206 Right. Each Party will retain all rights it may have pursuant to Section 206 of the Federal Power Act, 16 U.S.C. § 824e, *amended by* Pub. L. No. 109-58, §§ 1285-86, 119 Stat. 594, 980-81 (2005).

8.8 Section 205 Right. During the term of this Agreement, the provisions hereof will not be subject to any changes pursuant to the provisions of Section 205 of the Federal Power Act, 16 U.S.C. § 824d, absent the agreement of all Parties hereto. The standard of

review for any changes other than those expressly provided for herein will be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956).

8.9 Audits. The Parties will maintain and retain for six (6) years the books and records needed to substantiate the calculations performed pursuant to Article III, and all data substantiating allocation of revenues or costs under this Agreement, unless FERC record retention requirements establish a retention requirement longer than 6 years for a Party; if so, the FERC retention requirements shall apply. Any Party may conduct, at its own expense, audits of any other Party's books and records that relate to this Agreement. Such audits will be conducted at reasonable, mutually agreed-upon times, and the Parties will cooperate in good faith to effectuate such audits.

8.10 Regulatory Approval. This Agreement is subject to regulatory approvals. In the event that FERC or any Governmental Authority disapproves or refuses to accept this Agreement in whole or in part, this Agreement will cease to be effective, except that the Parties will be obligated to attempt expeditiously and in good faith to negotiate a substitute agreement that addresses the reasons for such refusal or disapproval. In negotiating a substitute agreement, no Party will be required to accept any change that would reasonably be expected to reduce its expected economic benefit from the transaction.

8.11 Limitations. Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership. Each Party will remain liable for its share of charges or assessments incurred under the Tariff or Transmission Owners' Agreement, including congestion costs, lost revenue charges, exit fees and comparable costs.

8.12 Indemnification. Each Party shall indemnify and save each other Party harmless from all damages, losses, claims, costs, legal fees, and/or expenses for injury to or death of any person, or damage to any property, resulting from the operation of facilities controlled by it within the Joint Pricing Zone, unless caused by the negligence or intentional wrongdoing of one of the other Parties.

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IN WITNESS THEREOF, the Parties, by their duly authorized agents, have hereunder executed this Agreement.

Big Rivers Electric Corporation

A Kentucky rural cooperative

By: _____

Date _____

Henderson Municipal Electric Power & Light

A Kentucky municipal utility

By: _____

Date _____

ATTACHMENT A

Illustration of Calculation of Revenue Shares and Monthly Net Revenues

Allocator Calculations¹

Party	GBV		ATRR	
	Facilities Value	GBV Allocator	Zonal ATRR	ATRR Allocator
BREC	\$ 274,413,673	96.77%	\$ 25,167,360	95.01%
HMPL	\$ 9,146,342	3.23%	\$ 1,321,571	4.99%
Total	\$ 283,560,015	100.00%	\$ 26,488,931	100.00%

Zonal Load - Monthly CP Load (kW)

Party	"Network Load" ² (not subject to Schedule 9)	Zonal load subject to MISO Schedule 9 Charges	Other	Total Load
BREC	1,200,000			1,200,000
HMPL		100,000		100,000
Total	1,200,000	100,000		1,300,000

Imputed Transmission Charges (ITC) and Zonal ITC

Party	Monthly "Network Load" ² (kW)	MISO Annual Zonal Transmission Rate (\$/MW-Year)	Daily Zonal Transmission Rate (\$/kW-Day)	Days in Month	Monthly Zonal Transmission Rate (\$/kW - Month)	Monthly ITC ("Network Load" X Monthly Zonal Transmission Rate)
BREC ³	1,200,000	\$ 20,376.1006	\$ 0.0558	30	\$ 1.67	\$ 2,009,698
HMPL ⁴	0				\$ 1.67	-
Zonal ITC						\$ 2,009,698

Allocation of Zonal ITC

Party	ATRR Allocator	Allocated Share
BREC	95.01%	\$ 1,909,431
HMPL	4.99%	\$ 100,267
Zonal ITC		\$2,009,697.60

Inter-Zonal Revenues

GBV Revenue ⁵	\$ 100,000
TPF Revenue ⁶	\$ 75,000
MISO Adjustments ⁷	\$ -
Total Inter-Zonal Revenues	\$ 175,000

Party	GBV Allocator	Allocated Share
BREC	96.77%	\$ 169,355
HMPL	3.23%	\$ 5,645
		\$ 175,000

Intra-Zonal Revenues

Intra-Zonal Revenues ⁸	\$ 167,475
MISO Adjustments ⁹	\$ -
Total Intra-Zonal Revenues	\$ 167,475

Party	ATRR Allocator	Allocated Share
BREC	95.01%	\$ 159,119
HMPL	4.99%	\$ 8,356
		\$ 167,475

Calculation of Revenue Shares and Monthly Net Revenues

Party	Intra-Zonal Revenue	Inter-Zonal Revenue	Zonal ITC	Revenue Share	Less Imputed Transmission Charge	Monthly Net Revenue
BREC	\$ 159,119	\$ 169,355	\$ 1,909,431	\$ 2,237,905	\$ (2,009,698)	\$ 228,208
HMPL	\$ 8,356	\$ 5,645	\$ 100,267	\$ 114,267	\$ -	\$ 114,267

¹ Facilities Value and Zonal ATRR - Values used for illustrative purposes. Values will be based on current Attachment O file available on the MISO website.

⁶ Transmission Participation Factor Revenue - Sum of the TPF Revenue in the Basic Service tab of the MISO MR File.

² Network Load as determined by the MISO MR File. HMPL pays Tariff Schedule 9 directly to MISO.

³ Illustration assumes none of BREC's reported load pays
Tariff Schedule 9

⁴ Illustration assumes HMPL's entire load pays Tariff
Schedule 9

⁵ GBV Revenue - Sum of GBV Revenue in the Basic Service
tab of the MISO MR File

⁸ Intra-Zonal Revenues - Sum of (BT Revenue - GBV Revenue - TPF
Revenue) in the Basic Service table of the MISO MR file. Value
includes Network Transmission Service revenues billed and
collected by MISO.

⁹ MISO Adjustments - Net of Schedule 9 passthrough adjustments
in the MISO MR and MC files

ATTACHMENT B

Addresses for Delivery of Notices

BREC

[insert name, address and phone]

HMPL

Chris Heimgartner
General Manager
Henderson Municipal Power & Light
100 Fifth Street
Henderson, KY 42420
Email: cheimgartner@hmpl.net