

**AMENDED AND RESTATED
JOINT PRICING ZONE REVENUE ALLOCATION AGREEMENT**

This Amended and Restated Joint Pricing Zone Revenue Allocation Agreement (“Agreement”) is entered into and effective as of January 1, 2024 (“Effective Date”), by and between Minnesota Power, a division of ALLETE, Inc. (“ALLETE”), a Minnesota corporation (“MP”), and any successors thereof, and Great River Energy, a Minnesota cooperative corporation (“GRE”), which are referred to herein collectively as “Parties” and singularly as “Party.” This Agreement is being made and entered into by the Parties with respect to: (a) the allocation of revenues that the Midcontinent Independent System Operator, Inc. (“MISO”) distributes to the MP Pricing Zone (a zone that includes facilities of MP and GRE, and loads of MP and GRE, as applicable); and (b) charges for network transmission services between the Parties and the corresponding methodology used by MP to distribute payments among the Parties for use of each other’s transmission facilities in the MP Pricing Zone that are not billed by MISO.

WITNESSETH:

WHEREAS, MP is a Minnesota corporation which owns electric facilities and is engaged in the generation, transmission, distribution, and sale of electric power and energy in the State of Minnesota;

WHEREAS, MP became a MISO Transmission Owner subject to the MISO Transmission Owners Agreement (“TOA”) effective February 1, 2002, owns certain transmission facilities in the MP Pricing Zone, and serves load in the MP Pricing Zone;

WHEREAS, GRE is a Minnesota cooperative corporation engaged in the business of generating and transmitting and selling electric power and energy in the states of North Dakota, Minnesota and Wisconsin;

WHEREAS, GRE became a MISO Transmission Owner subject to the MISO TOA effective December 1, 2004, owns certain transmission facilities in the MP Pricing Zone, and serves load in the MP Pricing Zone;

WHEREAS, the revenue requirements for each Party’s Zonal Transmission Facilities are included in the MISO rates for the MP Pricing Zone;

WHEREAS, with respect to certain MISO schedules, MISO collects revenues for a pricing zone and remits those revenues to a single MISO Transmission Owner regardless of the number of MISO Transmission Owners within that zone;

WHEREAS, MISO distributes all Intra- and Inter-Zonal Revenues to MP for the MP Pricing Zone;

WHEREAS, MP is a Border Owner as defined in Appendix C of the MISO TOA;

WHEREAS, this Agreement amends and restates the Joint Pricing Zone Revenue Allocation Agreement entered into between the Parties on January 28, 2016 which will expire on December 31, 2023, and addresses the distribution to the Parties of certain transmission service revenues collected by MISO and distributed by MISO to MP as the host zone MISO Transmission Owner so that each Party will recover its proportionate share of these certain transmission service revenues in accordance with Appendix C of the MISO TOA;

WHEREAS, in addition, along with the GNTL Credit Agreement, this Agreement addresses the manner of compensating each other for use of each Party's transmission facilities in the MP Pricing Zone;

WHEREAS, concurrent with the execution of this Agreement, the Parties are also amending and restating the Coordinated Local Planning Agreement between the Parties ("Coordinated Local Planning Agreement") to promote the most efficient, collaborative, and transparent coordinated transmission planning process for the development, ownership, permitting, and construction of transmission facilities within the MP Local Balancing Authority Area ("MPLBAA") with the objective of achieving revenue neutrality between the Parties. The Coordinated Local Planning Agreement is also being made and entered into for purposes of identifying the facilities and load that will be subject to this Agreement and subsequent revenue sharing agreements;

WHEREAS, the Parties agree that the facilities identified in Attachments D and D-1 will be used to calculate the Parties' respective revenue requirements under this Agreement. The Parties agree that the loads identified in Attachments E and E-1 will be used to determine the Parties' respective Network Load under this Agreement;

WHEREAS, the Parties recognize that: (1) the facilities identified in Attachment D of this Agreement may or may not satisfy the definition of a Zonal Transmission Facility; and (2) the list of Network Load identified in Attachment E this Agreement may or may not constitute a complete and accurate list of either MP or GRE Network Load;

WHEREAS, the Parties agree that nothing contained in this Agreement establishes any precedent whatsoever concerning revenue sharing obligations between the Parties, including any potential revenue sharing obligations that may be implicated by future amendments to this Agreement and its attachments and/or any future revenue sharing agreements between the Parties; and

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, unless otherwise defined in this Agreement, will have the meanings set forth below or, if not set forth below, as defined in the MISO Tariff:

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

Annual GNTL Revenue Requirement: A Party's annual transmission revenue requirements associated with the Party's investment in the GNTL as determined and calculated in accordance with Article 2.4 of the GNTL Credit Agreement. Annual GNTL Revenue Requirement may refer to both or either of the GRE Annual GNTL Revenue Requirement or the MP Annual GNTL Revenue Requirement, as applicable.

Annual Net Payment Obligation: The net payments of a Party that triggers the crediting mechanism described in the GNTL Credit Agreement. For purposes of this Agreement, a Party's Annual Net Payment Obligation is the sum of its Monthly Net Imputed Revenues, paid and received, over the relevant calendar year.

Annual Transmission Revenue Requirement ("ATRR"): The Annual Transmission Revenue Requirement for each Party's Zonal Transmission Facilities.

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

Applicable Law: Any and all constitutions, charters, acts, statutes, laws (including, but not limited to, all environmental laws), decrees, ordinances, rules, codes, regulations, orders, conditions, standards, tariffs and/or objective criteria applicable to this Agreement or to any Party's obligations, performance, or rights under this Agreement.

Border Owner: A MISO Transmission Owner whose transmission facilities are interconnected to those of a non-MISO Transmission Owner.

Facilities Value: The gross book value of the Zonal Transmission Facilities owned by each Party, using the data reported to MISO for purposes of the relevant Party's Attachment O.

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

FERC Interest Rate: The interest rate determined pursuant to FERC's regulations at 18 C.F.R. § 35.19a, as may be amended from time to time.

Federal Power Act: The Federal Power Act, 16 U.S.C. §§ 791a-825r, as amended by Pub. L. No. 109-58, 119 Stat 594 (2005).

Final Order: An order issued by FERC that is final and non-appealable. An order shall be deemed final as of the date FERC issues an order on rehearing or, in the absence of a request for rehearing, the date on which the right to apply for rehearing expires.

GDP Implicit Price Deflator: The GDP Implicit Price Deflator published by the United States Department of Commerce and reported by the St. Louis Federal Bank through their Federal Reserve Economic Data ("FRED") data service or a successor service.

Gross Book Value (“GBV”) Allocator: 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 and computed at least annually (and recalculated whenever a Party’s Attachment O is updated).

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

GNTL: The Great Northern Transmission Line Project consists of a single circuit 500 kV transmission line approximately 224 miles in length from the Minnesota-Manitoba border to the Iron Range 500 kV Substation near Grand Rapids, Minnesota and additional 500/230 kV equipment necessary at the Iron Range Substation.

GNTL Credit Agreement: The Revenue Credit Agreement for the Great Northern Transmission Line Project dated January 28, 2016 governing the Parties’ revenue sharing obligations between MP and GRE and any of either Party’s affiliates and/or subsidiaries with respect to their investment in the GNTL.

Imputed Transmission Charge: The monthly imputed charge for network integration transmission service utilized by each Party to serve its Network Load under the MISO Tariff, if any, in the MP Pricing Zone. To determine the Imputed Transmission Charge for each Party, MP will multiply that Party’s Network Load by the Zonal Transmission Rate.

Inter-Zonal Revenues: Transmission revenues collected under MISO Tariff Schedules 7 and 8 for transactions outside of the MP Pricing Zone. Inter-Zonal Revenues are collected by (or on behalf of) MISO under the MISO Tariff, distributed to MP for the MP Pricing Zone, and allocated among the Parties using the GBV Allocator. Specifically, a Party’s entitlement to Inter-Zonal Revenue is determined by multiplying a Party’s GBV Allocator and Inter-Zonal Revenue collected by MISO under MISO Tariff Schedules 7 and 8 and distributed to the MP Pricing Zone.

Intra-Zonal Revenues: Revenues received under MISO Tariff Schedules 9 from transmission service provided within the MP Pricing Zone for transactions inside the pricing zone. Intra-Zonal Revenues are collected by (or on behalf of) MISO under the MISO Tariff, distributed to MP for the MP Pricing Zone, and allocated among the Parties as set forth in this Agreement using the Intra-Zonal ATRR Allocator. Specifically, a Party’s entitlement to Intra-Zonal Revenues is determined by multiplying a Party’s Intra-Zonal ATRR Allocator and Intra-Zonal Revenue collected by MISO under MISO Tariff Schedule 9 and distributed to the MP Pricing Zone.

Intra-Zonal Annual Transmission Revenue Requirement Allocator (“Intra-Zonal ATRR Allocator”): The pro rata share of each Party’s Annual Transmission Revenue Requirement, and Annual GNTL Revenue Requirement relative to the Total Revenue Requirement expressed to two decimal places and computed at least annually (and recalculated whenever there is a change to any Party’s Annual Transmission Revenue Requirement or Annual GNTL Revenue Requirement).

Joint Pricing Zone or JPZ: The MP Pricing Zone, which includes transmission facilities owned by the Parties hereto.

Maximum Annual Cap: The Maximum Annual Cap for each year of this Agreement is specified in Article 3.4.

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

MISO Adjustments: Adjustments to Intra-Zonal Revenues or Inter-Zonal Revenues made by MISO after such revenues have been distributed by MP to GRE. Credits or debits made by MISO to revenues for periods during which this Agreement is in effect will be added to, or subtracted from, the total amount of Inter-Zonal Revenues and Intra-Zonal Revenues available for distribution among the Parties. The application of MISO Adjustments shall be subject to the twelve (12) month restriction on billing errors described in Article 3.13 of this Agreement unless such adjustment is the result of a Final Order (or an initial decision by a presiding judge in the event that the billing dispute is not brought at FERC), in which case the adjustment(s) shall be made back to the effective date identified in the Final Order.

MISO Tariff: The Midcontinent Independent System Operator Inc. Open Access Transmission, Energy and Operating Reserve Markets Tariff, including all schedules, attachments, and business practice manuals, as it may be amended from time to time.

MISO TOA: The Transmission Owners Agreement entered into by and among the transmission owning members of MISO for the purpose of organizing the MISO, as it may be amended from time to time. At the Effective Date, the MISO TOA is designated as Rate Schedule 1 to MISO's Tariff.

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

Monthly Net Imputed Revenues: Monthly Net Imputed Revenue ("MNIR") is the sum of the Imputed Transmission Charge and Monthly Network Revenue, subject to the Maximum Annual Cap established in Article 3.4.

Monthly Net Imputed Revenue Allocator: The pro rata share of each Party's ATRR relative to the Zonal Revenue Requirement expressed to two decimal places and computed at least annually (and recalculated whenever there is a change to any Party's Annual Transmission Revenue Requirement). The Monthly Net Imputed Revenue Allocator does not include either Party's Annual GNTL Revenue Requirement.

Monthly Network Revenues: The pro rata share of revenues associated with the Zonal Imputed Transmission Charge to which each Party is entitled under this Agreement.

MP HVDC Facilities: The 465 mile \pm 250 kV High Voltage Direct Current ("HVDC") transmission line running from Center, North Dakota to ALLETE's Arrowhead Substation near Duluth, Minnesota ("Arrowhead Substation"). In addition to the HVDC transmission line, the

direct-current facilities within MP's 230 kV substations near Center, North Dakota ("Square Butte Substation") and the Arrowhead Substation, as well as certain alternating current facilities within the Square Butte Substation.

MP Local Balancing Authority Area (MPLBAA): The generation, transmission, and loads that are within the geographical boundaries of the area for which MP is responsible for compliance with the subset of NERC Reliability Standards applicable to Balancing Authorities based on MP's balancing authority responsibilities as a member of MISO.

MP Pricing Zone: Zone 14 of the MISO Tariff, or its successor designation.

MP Pricing Zone Divisor: The sum of each Party's average twelve (12) monthly coincident peak loads located in the MP Pricing Zone. Each Party's value is reported to MISO on each Party's Attachment O.

Network Load: For a given month, each Party's system coincident peak load using the load located in the MP Pricing Zone, excluding any load that already pays MISO Tariff Schedule 9 charges directly to MISO. A Party's Network Load may be zero. For purposes of this Agreement and to avoid litigation, the Parties agree that the load points identified in Attachments E and E-1 shall be the basis for determining a Party's Network Load.

Parties: The signatories to this Agreement, including any entities that become signatories pursuant to Article 6.2 of this Agreement.

Revenue Share: For each month, each Party's share of the monthly sum of Inter-Zonal Revenue, Intra-Zonal Revenue, and Monthly Net Imputed Revenue.

Schedule 45 Payment: Payment made by GRE to MISO each month under Schedule 45 of the MISO Tariff for the MP Pricing Zone for MP's costs associated with compliance with the North American Electric Reliability Corporation's November 30, 2010 Facility Ratings Alert titled "Consideration of Actual Field Conditions in Determination of Facility Ratings."

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

Total Revenue Requirement: The sum of the Parties' Annual GNTL Revenue Requirement and Annual Transmission Revenue Requirement.

Zonal Imputed Transmission Charge ("Zonal ITC"): The sum of the Parties' Imputed Transmission Charges.

Zonal Revenue Requirement: The sum of the Parties' Annual Transmission Revenue Requirements.

Zonal Agreements: In addition to this Agreement, the following agreements executed between ALLETE and GRE: (1) the Coordinated Local Planning Agreement; and (2) the Amended and Restated Wholesale Distribution Service Agreement, both effective as of January 1, 2024.

Zonal Transmission Facilities: As defined in the Coordinated Local Planning Agreement. For purposes of this Agreement and to avoid litigation, Zonal Transmission Facilities are those facilities identified in Attachments D and D- 1.

Zonal Transmission Rate: The rate for monthly network transmission service provided in the Joint Pricing Zone under MISO Tariff Schedule 9. The Zonal Transmission Rate is calculated using each Party's Annual Transmission Revenue Requirement as contained in the Party's currently effective Attachment O and the MP Pricing Zone Divisor. The Zonal Transmission Rate is recalculated any time there is a change in Attachment O impacting any Party's Annual Transmission Revenue Requirement, MP Pricing Zone Divisor, or a change in the classification of a Party's transmission facilities included in the ATRR. For purposes of this Agreement, the Zonal Transmission Rate does not include the Annual GNTL's Revenue Requirement.

ARTICLE II. RELATIONSHIP BETWEEN MISO AND THE PARTIES

2.1. Relationship between MISO and the Parties. MISO distributes Inter-Zonal Revenues and Intra-Zonal Revenues to MP as the MISO Tariff administrator and independent operator of a regional transmission system that includes the facilities in the MP Pricing Zone. Pursuant to the MISO TOA, each of the Parties is entitled to a portion of such Inter- and Intra-Zonal Revenues.

2.2. Relationship amongst the Parties. MP will bill, allocate, and distribute all amounts due to, or owed by, the Parties pursuant to this Agreement.

ARTICLE III. REVENUE DISTRIBUTION METHOD

3.1. Annual Calculations. The Parties will update their respective Attachment O templates on an annual basis, or as otherwise necessary to reflect changes to the revenue requirements associated with Zonal Transmission Facilities. MP will use the inputs from each Party's annual Attachment O calculations to determine the GBV Allocator, Intra-Zonal ATRR Allocator, the Monthly Net Imputed Revenue Allocator, and ATRR Allocator used in this Agreement.

3.2. Updates to ATRR Calculations. MP and GRE will provide updated GBV Allocator, Intra-Zonal ATRR Allocator, and the Monthly Net Imputed Revenue ATRR and ATRR Allocator calculations to each other within thirty (30) days of a change in the Attachment O data and calculations posted by MISO.

3.3. Monthly Calculations.

January 1, 2024 to Termination: The Imputed Transmission Charge and Zonal ITC computations will be made on a monthly basis. MP will sum the following to determine a Party's monthly Revenue Share: (i) Inter-Zonal Revenue; (ii) Intra-Zonal Revenue; and (iii) Monthly Net Imputed Revenue. In certain years, a Party's Annual GNTL Revenue Credit may be applied against any Monthly Net Imputed Revenues owing to the other Party under this Agreement as provided for

in the GNTL Credit Agreement. The net value of Monthly Net Imputed Revenue and the Annual GNTL Revenue Credit for the time period of January 1, 2024 to December 31, 2033 is subject to the Maximum Annual Cap in Article 3.4. MP will reimburse GRE the portion of its Schedule 45 Payment related to MP's sole-use facilities by applying it to GRE's monthly Revenue Share to calculate the total amount due or to be paid by GRE. Figures 1 in Attachment A to this Agreement illustrate the methodology for calculating the Parties' Revenue Shares and total amount due/to be paid based on this Article 3.3.

3.4. Maximum Annual Cap on Sum of Monthly Net Imputed Revenue. In a given calendar year, no Party shall pay the other Party Monthly Net Imputed Revenues greater than the amounts set forth below:

January 1, 2023 – December 31, 2033: \$2,500,000 as adjusted for the GDP Implicit Price Deflator.

The Parties agree starting with calendar year 2023 (January 1, 2023 to December 31, 2023) and for the remainder of term of this Agreement the Maximum Annual Cap of \$2,500,000 will be adjusted by the average of the most recently published sequential four quarters of the GDP Implicit Price Deflator, as reported by the St. Louis Federal Bank's FRED Service, divided by 100.

$\$2,500,000 \times (\text{simple average of prior sequential four quarters} / 100)$

Payments made under this Article 3.4 will be prorated for any partial calendar year for termination of this Agreement under Article 4.2. Once payments by one Party to the other reach the Maximum Annual Cap applicable to the relevant annual period, payments will continue to be calculated but the Monthly Net Imputed Revenue component of the monthly invoice (or applicable portion thereof) will read \$0. Regardless of whether the Maximum Annual Cap was reached during the year, within thirty (30) days of calendar year end the Parties shall review the twelve (12) Monthly Net Imputed Revenues of the just-completed calendar year to calculate the net of the Monthly Net Imputed Revenues between the Parties to ensure the Maximum Annual Cap has been properly applied with respect to payment of the total net dollar amount. If not properly applied, the Parties shall make the appropriate adjustment on the invoice of the February immediately following the calendar year end.

3.5. Zonal Transmission Facilities. Only facilities identified in Attachments D and D-1 are eligible to be included in computing each Party's ATRR under this Agreement and for the revenue allocation subject to this Agreement. Subject to the Parties' reservation of rights in Article VIII, the Parties agree to annually review whether to update Attachments D and D-1 based on the determinations of the Management Committee established in the Coordinated Local Planning Agreement.

3.6. Border Owner Revenues. Revenues collected by MISO for "Drive-in Point-to-Point Transmission Service" taken under the MISO Tariff with a Point of Receipt of "MP-ONT" and a Point of Delivery of "MP" (the interface between MISO and the Ontario Independent Electricity

System Operator) shall be fully distributed to the Border Owner in accordance with Appendix C, section III. A. 6 of the MISO TOA and retained by MP.

3.7. MP HVDC Facilities. As of the Effective Date of this Agreement, the MP HVDC Facilities are not Zonal Transmission Facilities subject to revenue sharing under this Agreement. Subject to the Parties' reservation of rights in Article VIII, the MP HVDC Facilities shall be considered Zonal Transmission Facilities if so determined by the Management Committee established in the Coordinated Local Planning Agreement.

3.8. Potential Future NERC Alerts. The Parties agree that they will negotiate their respective obligations to each other, if any, for future NERC Recommendations or Essential Actions issued to the Parties.

3.9. Monthly Payments. Payments between Parties with respect to this Agreement will be made on a monthly basis. Payments shall be made by the twentieth (20th) day of each month. Payments should be made to the appropriate individual identified in Attachment B. The first monthly payment shall be for the month in which the Agreement is accepted or approved by FERC in accordance with Section 9.8 of this Agreement. Payment for the period beginning with the Effective Date through the month preceding FERC acceptance of this Agreement pursuant to Section 9.8 of this Agreement shall be made as a single payment within twenty (20) business days of receipt of invoice for said period.

3.10. Illustration of Revenue Allocation. Calculation of Joint Pricing Zone revenues or charges under this Article III is provided with illustrative values in Attachment C.

3.11. Provision of Information. By the fifteenth (15th) day of each month, MP will update the information in a format similar to Attachment C, as applicable, for the preceding month and distribute it to GRE, including the calculations for each Party's Revenue Share.

3.12. Data and Records Requirements. MP will maintain records substantiating all revenues that it allocates, distributes, or receives under this Agreement. Each Party will maintain records substantiating all information they provide to MP and documenting all amounts that they pay or receive under this Agreement. The records maintained by all Parties pursuant to this Article 3.12 shall be maintained for a sufficient period of time for the Party to comply with the audit requirements of Article 9.7.

3.13. Billing Errors. The Parties shall disclose to each other any known, identified billing errors. The Parties agree that any such billing error, once validated, shall be settled retroactively to the start of the error or twelve (12) calendar months from the date the relevant Party is notified in writing of the error, whichever is shorter. Interest shall be calculated in accordance with the FERC Interest Rate and 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. Subject to FERC approval, this Agreement shall be effective on January 1, 2024.

4.2. Termination. This Agreement will remain in effect until December 31, 2033 and shall continue in effect thereafter until terminated by either Party with three (3) years' prior written notice to the other Party.

4.3. Withdrawal from MISO. Notwithstanding Article 4.2, upon one (1) year's prior written notice to the other Party, a Party may withdraw from this Agreement if such Party is withdrawing from MISO pursuant to the provisions of the MISO TOA. Up to and after its withdrawal, 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 any Party hereto to: (a) unilaterally make an application to FERC to withdraw from MISO; or (b) challenge such withdrawal from MISO by any other Party.

4.4. Material Changes to MISO Tariff. Notwithstanding Article 4.2, 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 (1) 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 MISO 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 MISO Tariff, the Parties will negotiate in good faith to establish an equitable methodology for allocation of revenues collected hereunder, 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 the Parties. No modification to any of the provisions herein will be binding on any Party unless approved in writing by all of the Parties.

6.2. New Parties. The Parties agree that a new MISO Transmission Owner in the MP Pricing Zone may become a Party to this Agreement. Any revisions to this Agreement to incorporate a new MISO Transmission Owner will be subject to Article 6.1.

ARTICLE VII. DISPUTE RESOLUTION

7.1. Dispute Resolution Process. Disputes relating to the inclusion or exclusion of facilities or load subject to this Agreement is subject to the dispute resolution process under the Coordinated Local Planning Agreement. Any other 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 at a rate equal to the FERC Interest Rate, unless otherwise agreed by the Parties.

ARTICLE VIII. RESERVATION OF RIGHTS

8.1. No Precedent/Reservation of Rights. The Parties agree that the facilities and loads identified in Attachment D and Attachment E are the result of a negotiated settlement between the Parties to avoid litigation and may not reflect the positions the Parties would take in the absence of this settlement. The Parties agree that nothing in this Agreement establishes any precedent with respect to any future revenue sharing agreements between the Parties. Upon the expiration or termination of this Agreement, each Party reserves all rights to take any position with respect to the appropriate rate treatment of their respective facilities and loads in the MPLBAA and/or MP Pricing Zone irrespective of the agreed-upon terms of this Agreement or any determinations resulting from the Coordinated Local Planning Agreement. The Parties further agree that the Commission's acceptance of this Agreement shall not constitute precedent nor be used to prejudice any otherwise available rights or arguments of any Party in a future proceeding, other than to enforce the terms of this Agreement.

8.2. Revisions to Attachments D and E.

8.2.1. Mutually Agreed-Upon Revisions to Attachments D, D-1, E and E-1. The Parties may amend Attachments D, D-1, E and E-1 by mutual agreement in writing based on the conclusions of the Management Committee in the Coordinated Local Planning Agreement.

8.2.2. Unilateral Revisions to Attachment D and E. The Parties agree that they will not seek unilateral revisions to the facilities and load identified in Attachment D and Attachment E during the term of this Agreement, other than to reflect a Final Order concerning a dispute over an upgrade or modification to the facilities and loads included in Attachments D and E pursuant to Article 8.2 of the Coordinated Local Planning Agreement. Notwithstanding Article 9.6 of this Agreement, the Parties agree that the “just and reasonable” standard of review, and not the “public interest” standard of review, will apply to a unilateral revision to Attachment D and E to this Agreement based on a dispute arising under Article 8.2 of the Coordinated Local Planning Agreement or any Party’s attempt to enforce a Final Order related thereto.

8.2.3. Unilateral Revisions to Attachment D-1 and E-1. Each Party reserves their right to make a unilateral filing with FERC (under any law or policy) to revise Attachments D-1 and E-1 in the event the Parties are unable to agree on a facility’s or load’s eligibility for revenue recovery under the Coordinated Local Planning Agreement. Notwithstanding Article 9.6 of this Agreement, the Parties agree that the “just and reasonable” standard of review, and not the “public interest” standard of review, will apply to a unilateral revision to Attachments D-1 and E-1 to this Agreement based on a dispute arising under Article 8.2 of the Coordinated Local Planning Agreement or any Party’s attempt to enforce a Final Order related thereto.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1. Governing Law and Venue. This Agreement shall be interpreted and enforced according to the laws of the State of Minnesota, 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 Minnesota.

9.2. Assigns and Successors.

9.2.1 Assignment. Neither Party shall have the right to assign or transfer this Agreement without the written consent of the other Party, which shall not be unreasonably withheld. Where consent is granted, the assigning Party shall cause any assignee of this Agreement to expressly assume the obligations of the assigning Party hereunder.

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

9.3. 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: (a) upon delivery, if sent by certified mail/return receipt requested or overnight courier; or (b) upon confirmation, if given by other reliable means.

9.4. Entire Agreement/Confidentiality. 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. The Parties agree that the discussions and exchanges that produced this Agreement have been conducted on the explicit understanding that all offers of settlement and all discussions and negotiations relating thereto are and shall remain privileged and confidential. The Parties further agree to treat the discussions among the Parties that have produced this Agreement as if they were undertaken subject to Rules 602(e) of the FERC's Rules of Practice and Procedure, 18 C.F.R. § 385.602(e).

9.5. 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.

9.6. Section 205 and 206 Rights. During the term of this Agreement, the provisions hereof will not be subject to any changes pursuant to the provisions of Section 205 or 206 of the Federal Power Act, absent the mutual agreement of all Parties. To the maximum extent permitted by Applicable Law, the standard of review for any changes other than those expressly provided for herein, whether proposed by a Party, a non-party, or FERC acting *sua sponte*, 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) as interpreted and applied by the Supreme Court of the United States in subsequent cases.

9.7. Audits. The Parties will maintain and retain for five (5) 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 five (5) 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.

9.8. Regulatory Approval

9.8.1 Regulatory Approval for this Agreement and Other Zonal Agreements. This Agreement is subject to regulatory approval by FERC. In the event that FERC or any Governmental Authority disapproves or refuses to accept this Agreement's rates, terms and conditions to be implemented as of January 1, 2024 as requested by the Parties, or disapproves or refuses to accept this Agreement in whole or in part, this Agreement and the other Zonal Agreements will cease to be effective, except that the Parties will be obligated to attempt to expeditiously and in good faith to negotiate substitute agreements that address the reasons for such refusal or disapproval. In negotiation of substitute agreements, no Party will be required to accept any change that would reasonably be expected to reduce such Party's economic benefit underlying the Zonal Agreements as originally filed with FERC.

9.9. 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 MISO Tariff or MISO TOA, including congestion costs, lost revenue charges, exit fees, and comparable costs.

9.10. Survival of Rights. Termination or expiration of this Agreement shall not relieve any Party of any of its liabilities and obligations arising hereunder, prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. The applicable provisions of this Agreement will continue in effect after expiration, or early termination hereof to the extent necessary to provide for: (a) final billings, billing adjustments and other billing procedures set forth in this Agreement; and (b) the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as agreed upon herein.

ALLETE, Inc. d/b/a Minnesota Power

By: 

Name: Josh Skelton

Title: VP ALLETE & COO MP

Date: 12-14-2023

Great River Energy

By: Priti Patel  Digitally signed by Priti Patel
Date: 2023.12.15 08:58:58
-05'00'

Name: Priti Patel

Title: Vice President & Chief Transmission Officer

Date: December 15, 2023

[illegible]

MISO

MISO RATE SCHEDULES

Rate Schedule 47
ALLETE - GRE Joint Pricing Zone Agreement
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GRE									
Monthly	GRE	GRE GBV	GRE Intra-	Zonal	Zonal				
Total	Revenue=	Allocator	Zonal	Imputed	Transmission				
Payment	Shares	x	ATRR	Charge	Rate				
=			Allocator	x					
			x						
		Inter-zonal	Intra-zonal	GRE	GRE				
		Revenue	Revenue	Monthly Net	Network				
				Imputed	Load				
				Revenue					
				Allocator					

* Per Article 3.4, the annual sum of a Party's Monthly Net Imputed Revenue for each calendar year is subject to the Maximum Annual Payment. Per Article 3.3, the Annual GNTL Revenue Credit established in the GNTL Credit Agreement will apply to annual sum of the Monthly Net Imputed Revenue obligations between the Parties.

ATTACHMENT B

Addresses for Delivery of Notices and Billings

Notices:

Great River Energy:

Director, Transmission Business Strategy & Development
12300 Elm Creek Blvd.
Maple Grove, MN 55369

Minnesota Power:

Director – System Operations, Performance & Compliance
30 West Superior Street
Duluth, MN 55802

With Copy To:
Legal Department
30 West Superior Street
Duluth, MN 55802

Billings and Payments:

Great River Energy:

Payments to Great River Energy:
Attn: Mail Stop 200
12300 Elm Creek Blvd.
Maple Grove, MN 55369

Charges to be paid by Great River Energy:
apinvoices@grenergy.com

Minnesota Power:

Attn: Accounts Payable
30 West Superior Street
Duluth, MN 55803

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Great River Energy:

Director, Transmission Business Strategy & Development
Email: MLacey@greenergy.com
Direct: 763-445-5958

Minnesota Power:

Director – System Operations, Performance & Compliance
Email: LFrisk@MNPowder.com
Direct: 218-723-7414

ATTACHMENT C

GRE Inter/Intra Zonal Revenue Calculation

Joint Zonal Revenue Sharing			
Inter-Zonal Revenues and Adjustments	Total Inter-Zonal Revenue in the MP Zone	GRE GBV Allocator	GRE Inter-Zonal Revenue Share
		GRE GBV	GRE
Basic Transmission Service Revenue - GBV Basis	\$62,634.71	25.88%	\$16,209.86
Basic Transmission Service Revenue - TPF Basis	\$319,395.73	25.88%	\$82,659.61
MISO Adjustments to Inter-Zonal Revenues		25.88%	
Inter-Zonal Revenue Share	\$382,030.44		\$98,869.47
Intra-Zonal Revenues	Total Intra-Zonal Revenues and Adjustments	GRE Intra-Zonal ATRR Allocator	Intra-Zonal Revenue Share
Intra-Zonal Revenues	\$40,307.49	23.35%	\$9,411.80
MISO Adjustments to Intra-Zonal Revenues	\$0.00	23.35%	
Intra-Zonal Revenue Share	\$40,307.49		\$9,411.80
Monthly Net Revenue Shares (Charges) Due to (to be paid by) GRE (GRE share of Intra-Zonal and Inter-Zonal Revenues)			\$108,281.27
GRE Monthly Net Imputed Revenue			
Imputed Transmission Charge (Zonal ITC = NL * ZTR)			
	Network Load (MW/M)	Zonal Transmission Rate (\$/MWM)	Imputed Transmission Charge
GRE	193.21	\$2,312.51	(\$446,800.06)
MP	1534.58	\$2,312.51	(\$3,548,731.60)
Monthly Network Revenues (MNR = Zonal ITC * ATRR Allocator)			
	Zonal Imputed Transmission Charge	Monthly Net Imputed Revenue Allocator	Monthly Network Revenue
	(\$3,995,531.65)		
GRE		23.35%	\$932,956.64
MP		76.65%	\$3,062,575.01
Total			
Monthly Net Imputed Revenue (Charges) Due to (to be paid by) GRE (GRE ITC + GRE Monthly Network Revenues)			\$486,156.58

Total Monthly Revenue Share (Charges) Due to (to be paid by) GRE (Joint Zonal Revenue Sharing + Monthly Net Imputed Revenues)	\$594,437.85
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Schedule 45 Credit	\$38,000.00
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GRE Monthly Total	\$632,437.85
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GBV and Intra-Zonal ATRR Allocator Calculations		
Gross Book Value (GBV)	Facilities Value (\$)	GBV Allocator (%)
GRE	88,099,770.00	25.88%
MP	252,358,761.00	74.12%
Total Facilities Value	340,458,531.00	100.00%
Annual Transmission Revenue Requirement (ATRR)	ATRR (\$)	ATRR Allocator (%)
GRE	11,197,881.00	23.35%
MP	36,748,925.00	76.65%
Zonal Revenue Requirement	47,946,806.00	100.00%

<u>Definitions</u>
TPF-Transmission Participation Factor
RTOR-Regional Transmission Through and Out Revenue
GBV - Gross Book Value

The examples here are for illustrative purposes only.

MP Inter/Intra Zonal Revenue Calculation

Joint Zonal Revenue Sharing			
Inter-Zonal Revenues and Adjustments	Total Inter-Zonal Revenue in the MP Zone	MP GBV Allocator	MP Inter-Zonal Revenue Share
		MP GBV	MP
Basic Transmission Service Revenue - GBV Basis	\$62,634.71	74.12%	\$46,424.85
Basic Transmission Service Revenue - TPF Basis	\$319,395.73	74.12%	\$236,736.12
MISO Adjustments to Inter-Zonal Revenues		74.12%	
Inter-Zonal Revenue Share	\$382,030.44		\$283,160.97
Intra-Zonal Revenues	Total Intra-Zonal Revenues and Adjustments	MP Intra-Zonal ATRR Allocator	Intra-Zonal Revenue Share
Intra-Zonal Revenues	\$40,307.49	76.65%	\$30,895.69
MISO Adjustments to Intra-Zonal Revenues	\$0.00	76.65%	
Intra-Zonal Revenue Share	\$40,307.49		\$30,895.69
Monthly Net Revenue Shares (Charges) Due to (to be paid by) MP (MP share of Intra-Zonal and Inter-Zonal Revenues)			\$314,056.66
MP Monthly Net Imputed Revenue			
Imputed Transmission Charge (Zonal ITC = NL * ZTR)			
	Network Load (MW/M)	Zonal Transmission Rate (\$/MWM)	Imputed Transmission Charge
GRE	193.21	\$2,312.51	(\$446,800.06)
MP	1534.58	\$2,312.51	(\$3,548,731.60)
Monthly Network Revenues (MNR = Zonal ITC * ATRR Allocator)			
	Zonal Imputed Transmission Charge	Monthly Net Imputed Revenue Allocator	Monthly Network Revenue
	(\$3,995,531.65)		
GRE		23.35%	\$932,956.64
MP		76.65%	\$3,062,575.01
Total			
Monthly Net Imputed Revenue (Charges) Due to (to be paid by) MP (MP ITC + MP Monthly Network Revenues)			(\$486,156.58)

Total Monthly Revenue Share (Charges) Due to (to be paid by) MP (Joint Zonal Revenue Sharing + Monthly Net Imputed Revenues)	(\$172,099.92)
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Schedule 45 Credit	(\$38,000.00)
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MP Monthly Total	(\$210,099.92)
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GBV and Intra-Zonal ATRR Allocator Calculations		
Gross Book Value (GBV)	Facilities Value (\$)	GBV Allocator (%)
GRE	88,099,770.00	25.88%
MP	252,358,761.00	74.12%
Total Facilities Value	340,458,531.00	100.00%
Annual Transmission Revenue Requirement (ATRR)	ATRR (\$)	ATRR Allocator (%)
GRE	11,197,881.00	23.35%
MP	36,748,925.00	76.65%
Zonal Revenue Requirement	47,946,806.00	100.00%

<u>Definitions</u>
TPF-Transmission Participation Factor
RTOR-Regional Transmission Through and Out Revenue
GBV - Gross Book Value

The examples here are for illustrative purposes only.

ATTACHMENT D

Existing Facilities as of the Effective Date that are Zonal Transmission Facilities Pursuant to Negotiated Settlement

GRE Existing Facilities:

LONG LAKE
SHOAL LAKE DIST
SHINGOBEE DIST SUB
LC-TE LINE TOWER TO EMBARRASS
IM-ST LINE AKELEY-SHINGOBEE SU
POKEGAMA SUB - LCP
LC-PKT LINE
CARLTON SUB (OWNED BY ECE)
MAGNETATION DIST SUB TAP SWITC
CW SOUTHDALE - SCEARCYVILLE
PINE RIVER SUBSTATION
DEWING TAP SUBSTATION
NOKAY SUBSTATION
LITTLE FALLS SUBSTATION
BAXTER TAP SUBSTATION
SOUTHDALE SUBSTATION
MERRIFIELD SUBSTATION
COTTON 77&88 115KV SWITCH
MP-115 TP TO COHASSET SUB
BRAINERD-SOUTHDALE
DEWING 115KV SWITCH
COHASSET SUBSTATION
HILL CITY SUBSTATION
LANGOLA TAP-LANGOLA
LANGOLA DIST SUB
FC LINE TO FROG CREEK
HILL CITY 88 115KV SWITCH
HUBBARD TO PARK RAPIDS
LONG LAKE BREAKER STATION TAP
MP&L LINE 37 TO IRON SUB
MP #25 TO KEEWATIN SUB

MISO
MISO RATE SCHEDULES

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BERGEN LAKE DIST
LAKELAND SUB TAP
CROMWELL 115 KV TAP LINE
RUSH LAKE TO WING RIVER
WALDO SUBSTATION
FINLAND SUBSTATION
CLOVER VALLEY DIST SUB
MERRIFIELD SWITCH STRUCTURE
BERGEN LAKE TAP
MONTICELLO TO RIVERTON
MR LINE TO MP MUD LK SUB
AITKIN SUBSTATION
KIMBERLY SUBSTATION
MCGREGOR SUBSTATION
PEARY SUBSTATION
KEEWATIN SUBSTATION
IRON SUBSTATION
LAKELAND SUBSTATION
COTTON SUBSTATION
MP #20 LINE TO PEARY
STINSON BREAKER STATION
CROMWELL
LONG LAKE BREAKER STATION
BEAR CREEK(SANDSTONE) 230/69KV
VERNDALE POWER SUB
LONG PRAIRIE POWER SUB
HUBBARD POWER SUB
LITTLE FALLS POWER SUB
HUBBARD 115/34.5 SUB
WING RIVER 230/115 KV SUB
FORBES
FROG CREEK SUBSTATION
FOUR CORNERS TO ARROWHEAD
FOUR CORN TO ARROW SA-GS
TRIPP LAKE S.S.
BERGEN LAKE TAP SWITCH
CLOVER VALLEY SWITCH SITE
CLOVER VALLEY SWITCH SITE
THOMASTOWN SUB

Effective On: January 1, 2024

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ALDRICH SUB
ALDRICH SUB TAP
RIVERTON-WING RIVER
THOMASTOWN SUB TAP LINE
MP #601 (DENHAM FORBES)
RDO SUBSTATION
PALMER LAKE SUBSTATION
WALDO 115 KV SWITCH STR
KIMBERLY 77 & 88 115KV SWITCH

MP's Existing Facilities:

15TH AVE W SUBSTATION
AKELEY 115/34 KV SUBSTATION
BADOURA 115/34KV SUBSTATION
BAXTER 115/34KV SUBSTATION
BOISE-CASCADE 115/7KV SUBSTATION
BRAINERD 115/34KV SUBSTATION
CLOQUET 115/14KV SUBSTATION
COLBYVILLE 115/14KV SUBSTATION
DIAMOND LAKE 115/23KV SUBSTATION
DOG LAKE 115/34KV SUBSTATION
GARY 115/14KV SUBSTATION
GRAND RAPIDS 115/23KV SUBSTATION
HAINES ROAD 115/14KV SUBSTATION
HIBBING 115/23-23/69KV SUBSTATION
INTERNATIONAL FALLS 115/12KV SUBSTATION
LAKE SUPERIOR PAPER 115/14KV SUBSTATION
LITTLE FALLS 115/34KV SUBSTATION
LONG PRAIRIE 115/34KV SUBSTATION
MAHTOWA 115/46-46/23KV SUBSTATION
MATURI 115/34KV SUBSTATION
NASHWAUK 115/23KV SUBSTATION
PEPIN LAKE 115/34KV SUBSTATION
PEQUOT LAKES 115/34KV SUBSTATION
PLATTE RIVER 115/34kv SUBSTATION
RIDGEVIEW 115/14KV SUBSTATION
RIVERTON 115/34KV SUBSTATION
TOWER 115/46KV SUBSTATION

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VERNDALE 115/34KV SUBSTATION
VIRGINIA 115/46/23KV SUBSTATION
WRENSHALL 115/14KV SUBSTATION
115KV AKELEY-MANTRAP LINE #725
115KV ARROWHEAD-15TH AVE W LINE #71
115KV ARROWHEAD-CLOQUET LINE #22
115KV ARROWHEAD-COLBYVILLE LINE #57
115KV ARROWHEAD-GARY LINE #131
115KV ARROWHEAD-HAINES ROAD LINE #58
115KV ARROWHEAD-VIRGINIA LINE #16
115KV BABBITT - EMBARRASS Line #137
115KV BADOURA - AKELEY Line #138
115KV BADOURA-BADOURA LINE #64
115KV BADOURA-HUBBARD LINE #48
115KV BLACKBERRY-NASHWAUK LINE #63
115KV BLACKBERRY-NASHWAUK LINE #62
115KV BLANCHARD-LITTLE FALLS LINE #49
115KV BLANCHARD-PEPIN LK LINE #45
115KV BLANDIN GW MILL-BLANDIN PAPER LINE #61
115KV BLANDIN PAPER MILL-GRAND RAPIDS-BLACKBERRY LINE #20
115KV BOSWELL-BLANDEX LINE #27
115KV BOSWELL-GRAND RAPIDS LINE #29
115KV BOSWELL-NASHWAUK LINE #28
115KV Canisteo-Nashwauk LINE #79
115KV CLOQUET-BLACKBERRY LINE #9
115KV CLOQUET-NORTHWEST PAPER LINE #10
115KV COLBYVILLE - TWO HARBORS LINE #145
115KV DOG LAKE-BADOURA LINE #40
115KV FLOODWOOD-SAVANNA LINE #151
115KV FOND DU LAC-HIBBARD LINE #15
115KV FOND DU LAC-THOMSON LINE #8
115KV FORBES-FAIRLANE PLANT LINE #18
115KV FORBES-NATIONAL LINE 78
115KV FORBES-VIRGINIA LINE #37
115KV GARY-WISCONSIN LINE #132
115KV GRAND RAPIDS-RIVERTON LINE #11
115KV HAINES ROAD-Swan Lake LINE #52
115KV HIBBARD-15TH AVE W LINE #21
115KV HIBBARD-ARROWHEAD LINE #70

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115KV HIBBARD-HILLTOP LINE #7
115KV HIBBARD-LSPI LINE #77
115KV HIBBARD-WISCONSIN LINE #76
115KV HIBBING TAC PLANT-HIBBING TAC PUMP LINE #69
115KV HIBBING-FORBES LINE #44
115KV HIBBING-VIRGINIA LINE #25
115KV HILLTOP-LSPI LINE #72
115KV INTL FALLS-BOISE CASCADE LINE #134
115KV INTL FALLS-ONTARIO LINE #726
115KV LASKIN-FORBES LINE #38
115KV LITTLE FALLS-ST STEPHENS LINE #868
115KV LITTLEFORK-INTL FALLS LINE #126
115KV LONG PRAIRIE-OSAKIS LINE #867
115KV LONG PRAIRIE-WING RIVER LINE #47
115KV MINNTAC-MINNTAC SWYD #1 LINE #54
115KV MINNTAC-MINNTAC SWYD #2 LINE #50
115KV MINNTAC-MINORCA LINE #35
115KV MUD LAKE-BRAINERD LINE #5
115KV MUD LAKE-LITTLE FALLS LINE #46
115KV NASHWAUK-COOLEY LINE #55
115KV NASHWAUK-HIBBING LINE #14
115KV NASHWAUK-NATIONAL LINE #53
115KV PEPIN LAKE-LONG PRAIRIE LINE #41
115KV RIDGEVIEW-COLBYVILLE LINE #56
115KV RIVERTON-BAXTER LINE #130
115KV RIVERTON-BRAINERD LINE #12
115KV RIVERTON-CROMWELL LINE #13
115KV RIVERTON-PEQUOT LAKES LINE #51
115KV RIVERTON-RIVERTON LINE #60
115KV SCEARCYVILLE - BAXTER #146
115KV SCEARCYVILLE - VERNDALE LINE #24
115KV SHANNON-HIBBING TAC (PUMP HSE) LINE #68
115KV SHANNON-HIBBING TAC PLANT LINE #67
115KV SILVER BAY-TACONITE HARBOR LINE #128
115KV Swan Lake - Ridgeview LINE #19
115KV THOMSON-CROMWELL LINE #26
115KV THOMSON-NORTHWEST PAPER LINE #17
115KV TWO HARBORS-SILVER BAY LINE #42
115KV VIRGINIA-EMBARRASS LINE #135

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115KV VIRGINIA-LASKIN LINE #34
115KV VIRGINIA-LASKIN LINE #39
115KV VIRGINIA-MINNTAC LINE #74
115KV VIRGINIA-MINORCA LINE #36
115KV WING RIVER-VERNDALE LINE #133
138KV LASKIN-ERIE LINE #43
138KV TACONITE HARBOR-DUNKA ROAD #1
138KV TACONITE HARBOR-ERIE LINE #2
230KV ARROWHEAD - BEAR CREEK LINE #81
230KV ARROWHEAD-BLACKBERRY LINE #98
230KV ARROWHEAD-FORBES LINE #90
230KV BEAR CREEK-KETTLE RIVER LINE #902
230KV BLACKBERRY-FORBES LINE #93
230KV BODOURA-HUBBARD LINE #99
230KV BOSWELL-BLACKBERRY LINE #83
230KV BOSWELL-BLACKBERRY LINE #95
230KV BOSWELL-CALUMET LINE #102
230KV BOSWELL-SHANNON LINE #94
230kv CALUMET-MCCARTHY LAKE LINE #100
230KV Cass Lake to Wilton Line No. 904W
230KV FORBES-MINTAC LINE #80
230KV HUBBARD-SHELL RIVER LINE #909
230KV RIVERTON-BADOURA LINE #91
230KV RIVERTON-BLACKBERRY LINE #92
230KV RIVERTON-STAPLES LINE #97
230KV SHANNON-LITTLEFORK LINE #907
230KV SHANNON-MINNTAC LINE #96
500KV KETTLE RIVER-DENHAM LINE #601
ARROWHEAD 230/115KV SUBSTATION
BADOURA 230/115KV SUBSTATION
Bear Creek 230/69KV SUBSTATION
BLACKBERRY 230/115KV SUBSTATION
BLANCHARD HE 7/115KV SUB - PROJ 346
BLANDIN GROUNDWOOD MILL 115KV SUBSTATION
BLANDIN PAPER MILL 115KV SUBSTATION
Brockway 115 kv Metering Station
CALUMET 230KV SUBSTATION
EMBARRASS 115/46kv SWITCHING STATION
FORBES 500/230KV SUBSTATION

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GRAND RAPIDS 115/15 KV SUBSTATION
HIBBING TACONITE 115KV SUBSTATION
HIBBING TACONITE RECLAIM WATER SUBSTATION
HILLTOP 230/115KV SUBSTATION
HOYT LAKE-ERIE 138KV SUBSTATION
HUBBARD 230/115KV SUBSTATION
ISPAT INLAND STEEL 115KV SUBSTATION
LITTLEFORK 230/115KV SUBSTATION
McCARTHY 230KV SUBSTATION
McDavitt #16 LINE 115KV SWITCHING STATION
MINNTAC 115KV SWITCHYARD NO. 1
MINNTAC 230/115KV SUBSTATION
MUD LAKE 230/115KV SUBSTATION
NATIONAL STEEL 115KV SUBSTATION
NORTH SHORE MINING 115KV SUBSTATION
PINE RIVER 115/34.5KV SUBSTATION
POTLATCH 115KV SUBSTATION
RIVERTON 230/115KV SUBSTATION
SAVANNA 115/15KV SUBSTATION
SCEARCYVILLE 115KV SWITCHING SUBSTATION
SHANNON 230/115KV SUBSTATION
TWO HARBORS 115KV SWITCHING SUB
UNITED TACONITE 115KV SUBSTATION

Effective On: January 1, 2024

ATTACHMENT D-1

**New or Materially Changed Facilities That are Determined to be Zonal Transmission
Facilities After Effective Date Pursuant to the Coordinated Local Planning Agreement**

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ATTACHMENT E

Existing Load as of the Effective Date that is Network Load Pursuant to Negotiated Settlement

GRE's Existing Load:

- 1 AITKIN-115KV
- 2 ALDRICH
- 3 BABBITT
- 4 BAXTER BANK 2
- 5 BAXTER TAP
- 6 BERGEN LAKE
- 7 BUCKMAN
- 8 CARLTON
- 9 CEDAR VALLEY-115 kV
- 10 CLEAR LAKE
- 11 CLOVER VALLEY
- 12 COHASSET-115KV
- 13 COMPTON
- 14 COTTON-115KV
- 15 CRYSTAL LAKE
- 16 DAIRYLAND
- 17 DEWING TAP-115KV
- 18 EAGLE BEND
- 19 FINLAND-115KV
- 20 FLENSBURG
- 21 HARTFORD
- 22 HEWITT
- 23 HILL CITY
- 24 IONA
- 25 IRON-115KV
- 26 ISLAND LAKE
- 27 KEEWATIN-115KV
- 28 KIMBERLY
- 29 LAKELAND 2
- 30 LAKELAND-115KV
- 31 LANGOLA
- 32 LASTRUP
- 33 LEAF RIVER
- 34 LITTLE FALLS
- 35 LONG LAKE D
- 36 MAGNETATION
- 37 MANTRAP
- 38 MCGREGOR

- 39 MENAHGA
- 40 MERRIFIELD-115KV
- 41 MOTLEY
- 42 NEVIS
- 43 NOKAY
- 44 NORTH PARKER
- 45 ONIGUM TAP
- 46 ORTON
- 47 OSAGE
- 48 PALMER LAKE
- 49 PEARY-115KV
- 50 PILLSBURY
- 51 PINE LAKE
- 52 PINE POINT
- 53 PINE RIVER
- 54 POKEGAMA
- 55 POTATO LAKE
- 56 RDO DIST SUB
- 57 SEBEKA
- 58 SHELL LAKE
- 59 SHINGOBEE
- 60 SHOAL LAKE
- 61 SOBIESKI
- 62 SOUTHDALE
- 63 SOUTHDALE BANK 2
- 64 STAPLES
- 65 THOMASTOWN
- 66 TWIN LAKES
- 67 VERMILION
- 68 WALDO BANK #1-115KV
- 69 WALDO BANK #2-115KV
- 70 WARD
- 71 WARD_CW
- 72 WASCOTT
- 73 WINTON
- 74 WINTON BANK 2

MP's Existing Load:

As of the date of this agreement, all MP load reported to MISO is considered Network Load and subject to the terms of this Agreement.

ATTACHMENT E-1

**New or Materially Changed Load Determined to be Network Load After Effective Date
Pursuant to the Coordinated Local Planning Agreement**

[Intentionally left blank]