

**JOINT PRICING ZONE REVENUE ALLOCATION AGREEMENT
BY AND BETWEEN
NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC
AND
WABASH VALLEY POWER ASSOCIATION, INC.
D/B/A WABASH VALLEY POWER ALLIANCE**

This Joint Pricing Zone Revenue Allocation Agreement (“Agreement”) is made and entered into as of the 17th day of March 2022, by and between Northern Indiana Public Service Company LLC

(“NIPSCO”) and Wabash Valley Power Association, Inc. d/b/a Wabash Valley Power Alliance, (“Wabash”), which are referred to herein collectively as “Parties” and singularly as “Party.” Capitalized terms used in this Agreement will have the meanings set forth in Article I of this Agreement.

WITNESSETH:

WHEREAS, NIPSCO is a MISO Transmission Owner which has wholesale and retail load in the NIPSCO Zone and takes Transmission Service under the MISO Tariff; and

WHEREAS, Wabash is a MISO Transmission Owner, has transmission facilities in the NIPSCO Zone, has wholesale load in the NIPSCO Zone and takes Transmission Service in the NIPSCO Zone until January 16, 2025 under the Interconnection Agreement and thereafter takes Transmission Service in the NIPSCO Zone under the MISO Tariff; and

WHEREAS, Wabash will begin collecting a revenue requirement in the NIPSCO Zone effective June 1, 2022; and

WHEREAS, the revenue requirements for each Party's transmission facilities in the NIPSCO Zone are included in the MISO rates for the NIPSCO Zone; and

WHEREAS, revenues under the Tariff for NITS are collected by MISO for a pricing zone and remitted to a single Transmission Owner regardless of the number of Transmission Owners within that pricing zone; and

WHEREAS, Intra-Zonal Revenues and Inter-Zonal Revenues are collected by MISO for a pricing zone and remitted to a single Transmission Owner regardless of the number of Transmission Owners within that pricing zone; and

WHEREAS, Schedule 1 Revenues, other than Imputed Revenues, are collected by MISO for a pricing zone and remitted to a single Transmission Owner regardless of the number of Transmission Owners in that pricing zone; and

WHEREAS, MISO distributes all Network Revenues (other than Imputed Revenues), Intra-Zonal Revenues, Inter-Zonal Revenues, and Schedule 1 Revenues (other than Imputed

Revenues) to NIPSCO for the NIPSCO Zone; and

WHEREAS, this Agreement addresses the allocation of such Network Revenues, Intra-Zonal Revenues, Inter-Zonal Revenues, and Schedule 1 Revenues among the Parties identified herein so that each Party will recover its proportionate share of these MISO revenues.

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 and not otherwise defined will have the meanings set forth below or, if not set forth below, as defined in the Tariff and the MISO Business Practices Manuals, as applicable:

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

Annual Transmission Revenue Requirement (“ATRR”): The Net Revenue Requirement for each Party's facilities in the NIPSCO Zone, as reflected in that Party's Attachment O.

ATRR Allocator: The ratio share of each Party's ATRR relative to the Zonal Revenue Requirement, expressed to six decimal places and computed annually (and recalculated whenever there is a change to any Party's ATRR).

Attachment O: Attachment O to the Tariff. For each year that this Agreement is in effect, NIPSCO will use Attachment O data from each Party on which the Zonal Transmission Rate for that twelve-month period is based to determine the Facilities Value and Annual Transmission Revenue Requirement for each Party.

Billing Month: The month for which revenue distribution is being determined. For example, the June Billing Month is for Transmission Service provided in the month of June.

Facilities Value: The allocated gross transmission plant value of the facilities in the NIPSCO Zone, net of the value of facilities providing Transmission Service under the MISO Tariff for existing or future rate schedules other than Schedules 7, 8 and 9, owned by each Party. The Facilities Value for each Party is calculated by MISO (and recalculated whenever a Party's Attachment O is updated).

FERC or Commission: The Federal Energy Regulatory Commission or any successor thereto.

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

Gross Book Value (“GBV”) Allocator: The ratio share of each Party's Facilities Value relative to the Zonal Facilities Value (in terms of allocated gross transmission plant), expressed to six 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.

Imputed Revenue: Revenue that would be collected from NIPSCO if the NIPSCO native load reservation was assessed the NIPSCO Zone Schedule 1 and 9 charges. Imputed Revenue shall be calculated each month by NIPSCO.

Interconnection Agreement: This is the Interconnection Agreement by and between Wabash and NIPSCO originally executed April 16, 1984 with a termination date of January 16, 2025. This agreement governs Transmission Service terms, conditions and rates for Wabash wholesale load in the NIPSCO zone.

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

Inter-Zonal Revenues: Transmission revenues collected under Tariff Schedules 7 and 8 for transactions outside of the NIPSCO Zone that are not Intra-Zonal Revenues. Inter-Zonal Revenues are collected by MISO under the Tariff, distributed to NIPSCO for the NIPSCO Zone, and allocated among the Parties as provided in Article III of this Agreement.

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

Intra-Zonal Revenues: Transmission revenues collected under Tariff Schedules 7 and 8 for Transmission Service provided for transactions inside the NIPSCO Zone. Intra-Zonal Revenues are collected by MISO under the Tariff, distributed to NIPSCO for the NIPSCO Zone, and allocated by NIPSCO among the Parties using the ATRR Allocator.

MISO: The Midcontinent Independent System Operator.

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) as calculated under Section 3.3 of this Agreement each month.

Network Load: For a given month, each Network Customer's system coincident peak load in the NIPSCO Zone, as reported by NIPSCO and measured in kW. A Party's Network Load may be zero.

Network Revenues: Transmission revenues collected by MISO under Tariff Schedule 9 for Network Load in the NIPSCO Zone plus Imputed Revenues. Beginning with the ____ Billing Month, Network Revenues (other than Imputed Revenues) will be collected by MISO under the Tariff, distributed to NIPSCO for the NIPSCO Zone, and along with the Imputed Revenues, allocated by NIPSCO among the Parties as provided in Article III of this Agreement.

Network Revenues Adjustments: Credit or debit adjustments to Network Revenues made by MISO after such revenues have been distributed to NIPSCO or adjustments to Imputed Revenues made by NIPSCO.

NIPSCO: Northern Indiana Public Service Company LLC, and its successors and assigns.

NIPSCO Zone: The MISO pricing zone consisting of transmission facilities of NIPSCO and Wabash.

Revenue Share: The revenues to which each Party is entitled pursuant to this Agreement. A Party's Revenue Share includes its share of Network Revenues, its share of Inter-Zonal Revenues, its share of Intra-Zonal Revenues, and its share of Schedule 1 Revenues, as calculated on a monthly basis.

Schedule 1 Revenues: Transmission revenues collected by MISO under Tariff Schedule 1 and allocated to the NIPSCO Zone, plus Imputed Revenues. Schedule 1 Revenues (other than Imputed Revenues) will be collected by MISO under the Tariff, distributed to NIPSCO for the NIPSCO Zone, and along with the Imputed Revenues, allocated by NIPSCO among the Parties as provided in Article III of this Agreement.

Schedule 1 Revenues Adjustments: Credit or debit adjustments to Schedule 1 Revenues made by MISO after such revenues have been distributed to NIPSCO or adjustments to Imputed Revenue made by NIPSCO.

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.

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 ("TOA"): Agreement of Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc., a Delaware Non-Stock Corporation, on file with the FERC as Midcontinent Independent System Operator, Inc. FERC Electric Tariff, Fourth Revised Rate Schedule No. 1, or any successor agreement.

Wabash: Wabash Valley Power Association, Inc. d/b/a Wabash Valley Power Alliance, and its successors and assigns.

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

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

Zonal Transmission Rate: The rate for monthly NITS provided in the NIPSCO under Tariff Schedule 9.

ARTICLE II

RELATIONSHIP AMONG MISO AND THE PARTIES

2.1 Relationship among MISO and the Parties. As the Tariff Administrator and independent operator of a regional transmission system that includes the facilities in the NIPSCO Zone, MISO distributes Network Revenues (other than Imputed Revenues), Inter-Zonal Revenues, Intra-Zonal Revenues, and Schedule 1 Revenues (other than Imputed Revenues) to NIPSCO. Pursuant to Appendix C of the Transmission Owners' Agreement, NIPSCO, as designee to receive revenues allocated to the NIPSCO Zone, shall distribute such revenues to the Transmission Owners within the NIPSCO Zone.

2.2 Relationship of NIPSCO and Wabash. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among or between the Parties or to impose any partnership obligation or partnership liability upon any Party. NIPSCO will allocate and distribute all amounts due to, or owed by, the Parties under this Agreement.

ARTICLE III

REVENUE DISTRIBUTION METHOD

3.1 Annual Calculations. On an annual basis, or as otherwise required by the Tariff to reflect changes to a Party's Attachment O or the calculation of its ATRR thereunder, the Parties will update their respective Attachment O templates. NIPSCO will use such information to calculate the following:

(a) **Zonal Facilities Value; GBV Allocator.** To determine the Zonal Facilities Value, NIPSCO will calculate the sum of the Parties' Facilities Values. NIPSCO will then determine a GBV Allocator for each Party based on the ratio share of that Party's Facilities Value relative to the Zonal Facilities Value.

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

(c) **Zonal Schedule 1 Revenue Requirements; Schedule 1 Allocator.** To determine the Zonal Schedule 1 Revenue Requirement, NIPSCO will calculate the sum of the Parties' Annual Schedule 1 Revenue Requirements. NIPSCO will then determine a Schedule 1 Allocator for each Party based on the ratio share of that Party's Annual Schedule 1 Revenue Requirement relative to the Zonal Schedule 1 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 ATRR thereunder. NIPSCO will distribute these calculations to the other 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) Network Revenue Calculation. MISO will calculate Network Revenues (excluding Imputed Revenues) each Billing Month. For each Billing Month, NIPSCO will receive a revenue file from MISO for the NIPSCO Zone. The revenue file will show Network Revenues billed by MISO under Schedule 9. Imputed Revenues shall be added to the amount of Network Revenues billed by MISO to determine the total Network Revenues to be distributed to Transmission Owners in the NIPSCO Zone.

(b) Inter-Zonal and Intra-Zonal Revenue. For each Billing Month NIPSCO will receive a revenue file from MISO for the NIPSCO Zone. Each file will show Inter-Zonal and Intra-Zonal Revenues under Schedules 7 and 8 to be distributed to Transmission Owners in the NIPSCO Zone.

(c) Schedule 1 Revenue. MISO will calculate Schedule 1 Revenues (excluding Imputed Revenues) each Billing Month. For each Billing Months, NIPSCO will receive a revenue file from MISO for the NIPSCO Zone. The revenue file will show Schedule 1 Revenues billed by MISO under Schedule 1. Imputed Revenues shall be added to the amount of the Schedule 1 Revenues billed by MISO to determine the total Schedule 1 Revenues to be distributed to Transmission Owners in the NIPSCO Zone.

(d) Revenue Shares. To calculate the Revenue Share for each Party, NIPSCO will determine the sum of the following three (3) amounts, as illustrated below in Figure 1:

- (i) the product of the Inter-Zonal Revenues for the Billing Month and that Party's GBV Allocator; and
- (ii) the product of the Intra-Zonal Revenues for the Billing Month and that Party's ATRR Allocator; and
- (iii) the product of the Network Revenues for the Billing Month and that Party's ATRR Allocator; and
- (iv) the product of Schedule 1 Revenues for the Billing Month and that Party's Schedule 1 Allocator

Figure 1: Revenue Share Illustration

$$\begin{array}{l}
 \text{NIPSCO Revenue Share} = \left(\begin{array}{c} \text{NIPSCO GBV} \\ \text{Allocator} \\ \times \\ \text{Inter-Zonal} \\ \text{Revenues} \end{array} \right) + \left(\begin{array}{c} \text{NIPSCO ATRR} \\ \text{Allocator} \\ \times \\ \text{Intra-Zonal} \\ \text{Revenues} \end{array} \right) + \left(\begin{array}{c} \text{NIPSCO ATRR} \\ \text{Allocator} \\ \times \\ \text{Network} \\ \text{Revenues} \end{array} \right) + \left(\begin{array}{c} \text{NIPSCO Sch 1} \\ \text{Allocator} \\ \times \\ \text{Schedule 1} \\ \text{Revenues} \end{array} \right) \\
 \\
 \text{Wabash Revenue Share} = \left(\begin{array}{c} \text{Wabash GBV} \\ \text{Allocator} \\ \times \\ \text{Inter-Zonal} \\ \text{Revenues} \end{array} \right) + \left(\begin{array}{c} \text{Wabash ATRR} \\ \text{Allocator} \\ \times \\ \text{Intra-Zonal} \\ \text{Revenues} \end{array} \right) + \left(\begin{array}{c} \text{Wabash ATRR} \\ \text{Allocator} \\ \times \\ \text{Network} \\ \text{Revenues} \end{array} \right) + \left(\begin{array}{c} \text{Wabash Sch 1} \\ \text{Allocator} \\ \times \\ \text{Schedule 1} \\ \text{Revenues} \end{array} \right)
 \end{array}$$

(d) Inter-Zonal MISO Adjustments. Inter-Zonal MISO Adjustments shall be allocated only to a Party who was a Party to this Agreement at the time the revenues requiring the Inter-Zonal MISO Adjustment were earned. The GBV Allocators in effect when the revenues were earned that require the Inter-Zonal MISO Adjustment shall be used to allocate the Inter-Zonal MISO Adjustment. Each month, NIPSCO shall review any Inter-Zonal MISO Adjustments and allocate the Inter-Zonal MISO Adjustments to the applicable Party.

(e) Intra-Zonal MISO Adjustments. Intra-Zonal MISO Adjustments are applicable only to a Party who was a Party to this Agreement at the time the revenues requiring the Intra-Zonal MISO Adjustment were earned. The GBV Allocators in effect when the revenues were earned that require the Intra-Zonal MISO Adjustment shall be used to allocate the Intra-Zonal MISO Adjustment. Each month, NIPSCO shall review any Intra-Zonal MISO Adjustments and allocate the Intra-Zonal MISO Adjustments to the applicable Party.

(f) Network Revenues Adjustments. Network Revenues Adjustments are applicable only to a Party who was a Party to this Agreement at the time the revenues requiring the Network Revenues Adjustments were earned. The ATRR Allocators in effect when the revenues were earned that require the Network Revenues Adjustments shall be used to allocate the Network Revenues Adjustment. Each month, NIPSCO shall review any Network Revenues Adjustments and allocate the Network Revenues Adjustments to the applicable Party.

(g) Schedule 1 Revenue Adjustments. Schedule 1 Revenues Adjustments are applicable only to a Party who was a Party to this Agreement at the time the revenues

requiring the Schedule 1 Revenue Adjustments were earned. The Schedule 1 Allocators in effect when the revenues were earned that required the Schedule 1 Revenue Adjustments shall be used to allocate the Schedule 1 Revenue Adjustments. Each month, NIPSCO shall review any Schedule 1 Revenue Adjustments and allocate the Schedule 1 Revenue Adjustments to the applicable Party.

(h) Net Revenues. To calculate the Net Revenues for each Party, NIPSCO will add or subtract (as appropriate) any Network Revenues Adjustments, Inter-Zonal MISO Adjustments, Intra-Zonal MISO Adjustments, and Schedule 1 Revenues Adjustments for previous months.

(i) Interconnection Agreement Revenues and Charges. Notwithstanding anything in this Agreement to the contrary, the revenues and charges for Transmission Service from NIPSCO to Wabash under the Interconnection Agreement shall not be subject to or impacted by this Agreement.

3.4 Monthly Payments. Unless specifically agreed to by the Parties, the calendar month shall be the standard period for all payments under this Agreement.

(a) NIPSCO will remit Wabash's Net Revenues to Wabash by the twentieth (20th) day of the second month following the Billing Month. For example, for the June Billing Month, Wabash will receive its Net Revenues from NIPSCO by August 20th. NIPSCO may credit the monthly Wabash transmission and distribution bill with Wabash's Net Revenues. Remittance shall be made to:

If sent by USPS: Wabash Valley Power Association, Inc.
 d/b/a Wabash Valley Power Alliance
 Attn: Accounts Payable
 6702 Intech Boulevard
 Indianapolis, IN 46278

If wire transfer: Bank: Fifth Third Bank, Cincinnati, OH
 Account #: 7654143846
 ABA #: 042000314

3.5 Provision of Information; Annual True-Up.

(a) Included with each monthly payment distribution to Wabash, NIPSCO will provide calculations, based on the then available data, for the Billing Month, including the calculations for Revenue Share and Net Revenues for all Parties, as well as Inter-Zonal Revenues, Intra-Zonal Revenues, Network Revenues, and Schedule 1 Revenues. After receiving the final data for the Billing Month, if a need for a true-up is identified, NIPSCO will provide supporting detail on the following month's calculations identifying any such true up.

(b) In order to simplify the revenue distribution methodology, NIPSCO will use

amounts billed by MISO for Schedules 7, 8 and 9 as amounts collected and to be distributed. If, however, NIPSCO is aware of any defaults in payments that affect amounts collected from Transmission Customers, NIPSCO will adjust the Net Revenues to reflect such defaults until remedied. Such adjustments to the Net Revenues shall be reflected in the Inter-Zonal MISO Adjustments, Intra-Zonal MISO Adjustments or the Network Revenues Adjustments, as applicable.

(c) By the 10th day of each month, NIPSCO will provide an estimate of Wabash's Net Revenues for the prior month. For example, NIPSCO will provide an estimate of Wabash's Net Revenues by November 10th for the month of October.

3.6 Data and Records Requirements. NIPSCO will maintain records substantiating all revenues that it allocates, distributes, or receives under this Agreement. Wabash will maintain records substantiating all information provided to NIPSCO and documenting all amounts paid or received under this Agreement. The records maintained by all Parties pursuant to this Section 3.6 shall be subject to the audit requirements of Section 8.9.

3.7 Billing Revisions. The Parties shall be obligated to disclose to the other Parties any known billing revisions within ten (10) business days of being identified. The Parties agree that any such change, once validated, shall be settled retroactively and an adjustment made to billing consistent with Section 3.3 of this Agreement. Interest (otherwise calculated in accordance with the FERC's regulations at 18 C.F.R. § 35.19a) shall not be applicable to the retroactive payments for billing revisions that are settled per the terms of this provision.

ARTICLE IV

TERM AND WITHDRAWAL

4.1 Effective Date and Transition Provisions. The allocation and distribution of revenues set forth in Article III of this Agreement will be deemed effective in the following manner:

- (a) This Agreement will be effective for revenues collected by MISO beginning with the June 2022 Billing Month, or such other date as may be required by the relevant Governmental Authority, subject to refund (the “Effective Date”). If the Effective Date should fall on any day of the month other than the first day of the month, revenues will be allocated based upon the proportion of total monthly revenues to the number of days of that month.
- (b) In the event that refunds other than amounts associated with billing revisions under Article 3.7 are owed by Wabash, such refunds will be remitted to NIPSCO with interest in accordance with the FERC’s regulations at 18 C.F.R. § 35.19a.

4.2 Termination. Subject to the conditions of Sections 4.3 and 4.4, this Agreement will remain in effect after the date of its execution and continue thereafter so long as the rates for service under the Tariff are zonal-based rates, and NIPSCO and Wabash are Transmission Owners in the NIPSCO Zone. This agreement will cease to exist as it relates to a Party that no longer has transmission facilities in the NIPSCO Zone.

4.3 Withdrawal from MISO. A Party may withdraw from this Agreement after such Party has made effective its withdrawal from MISO. 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. If NIPSCO withdraws from MISO, NIPSCO will negotiate in good faith with Wabash to effectuate an equitable allocation of the revenues and costs covered by this Agreement, applying a methodology that is consistent with the principles established by this Agreement. Nothing in this Agreement will be construed as affecting the rights of any Party hereto to: (i) unilaterally make an application to FERC 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 Rate Schedules. Unless specifically addressed by this Agreement, revenues collected by MISO pursuant to Tariff rate 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 rate 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 and amend this Agreement accordingly.

5.2 Revenues Collected for Wholesale Distribution Service on Distribution Facilities. Revenues collected for Wholesale Distribution Service pursuant to the Interconnection Agreement and upon termination of the Interconnection Agreement pursuant to Schedule 11 of the Tariff shall not be allocated under the terms and conditions of 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 Parties.

6.2 New Parties. In order to share in allocation and distribution of revenues on a comparable basis with the Parties to this Agreement, a new Transmission Owner in the NIPSCO Zone may become a Party to this Agreement, as amended to include such new Party.

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 the Parties 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 of the dispute is reached, 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 determined in accordance with the FERC's regulations at 18 C.F.R. § 35.19a, unless otherwise agreed to by the Parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Section Headings. The titles to the sections of this Agreement have been inserted solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of this Agreement.

8.2 Governing Law, Jurisdiction and Venue. Except to the extent preempted by the laws of the United States of America, this Agreement shall be interpreted and enforced according to the laws of the State of Indiana, without reference to choice of law rules. Any action arising hereunder that involves questions of state law shall be instituted and litigated exclusively in the circuit courts of the state of Indiana.

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

8.4 Assignment/Delegation. The rights and obligations of each Party under this Agreement may be assigned, transferred, or delegated to any successor in interest or affiliate of such Party without the consent of the other Parties, but shall not be assigned, transferred, or delegated to any other person, corporation, or entity without prior, express written consent of the other Parties.

8.5 Delivery of Notices. Notices required under this Agreement shall be in writing, and shall be sent by certified mail/return receipt requested, overnight courier, or other reliable and verifiable means. 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. Notices shall be to the respective addresses:

To NIPSCO: Northern Indiana Public Service Company LLC
Attn:
801 East 86th Ave.
Merrillville, IN 46410

To Wabash: Wabash Valley Power Association, Inc.
d/b/a Wabash Valley Power Alliance
Attn: Executive Vice President, Transmission & Regulatory
Affairs
6702 Intech Boulevard
Indianapolis, IN 46278

8.6 Entire Agreement. This Agreement, including any attachments hereto, constitutes the entire agreement between 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.

8.7 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. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means (“Electronic Signature”), shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Electronic Signature of a Party shall be deemed to be an original signature for all purposes.

8.8 Rights Under Sections 205 and 206 of the Federal Power Act. Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party, a non-party, or FERC acting *sua sponte*, shall solely be the “public interest” application of the “just and reasonable” 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) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish County, Washington*, 554 U.S. 527 (2008) (the “Mobile-Sierra” doctrine).

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 other 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 this Agreement.

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 any 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 NIPSCO Zone, unless caused by the act, omission, or intentional wrongdoing of the Party seeking indemnification.

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

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By:  _____
The signature is a cursive "Karl Stanley" inside a rectangular box. Above the box is the text "DecuSigned by:" and below it is a long alphanumeric string "RE9CUZZ09027420...".

Name: Karl Stanley

Title: VP Supply & Optimization

Date: 3/15/2022

**WABASH VALLEY POWER ASSOCIATION, INC.
DBA WABASH VALLEY POWER ALLIANCE**

By:  _____
The signature is a cursive "Jason L Marshall" written over a horizontal line.

Name: Jason Marshall

Title: Executive Vice President, Transmission & Regulatory
Affairs

Date: 3/14/2022