

## SIGNATORIES TO THE AMENDED BALANCING AUTHORITY AGREEMENT

|     |   |                         |
|-----|---|-------------------------|
| 1.  | Timothy E. Lafser, Ameren Services Company, <sup>1</sup> as agent for<br>Union Electric Company d/b/a Ameren UE,<br>Central Illinois Public Service Company d/b/a AmerenCIPS,<br>Central Illinois Light Co. d/b/a AmerenCilco, and<br>Illinois Power d/b/a AmerenIP | 11-10-2004              |
| 2.  | William L. Bourbonnais, WPS Resources Corporation   | 10-01-2004              |
| 3.  | William L. Bourbonnais, Upper Peninsula Power Company   | 10-01-2004 <sup>1</sup> |
| 4.  | Mary E. Bengé, Wisconsin Electric Power Company   | 10-01-2004              |
| 5.  | Gary W. Husky, Southern Indiana Gas and Electric Company  | 10-04-2004              |
| 6.  | Bill Hutchison, Southern Illinois Power Cooperative, Inc.   | 10-01-2004              |
| 7.  | Rodney C. H. Scheel, Otter Tail Power   | 10-04-2004              |
| 8.  | Douglas M. Jaeger, Xcel Energy Services, Inc., on behalf of<br>Northern States Power Company and<br>Northern States Power Company (Wisconsin)   | 10-01-2004              |
| 9.  | Jerry L. Godwin, Northern Indiana Public Service Co.  | 10-04-2004              |
| 10. | Andrea Stomberg, Montana-Dakota Utilities Co.   | 10-05-2004              |
| 11. | Thomas E. Ferguson, Minnesota Power   | 10-04-2004              |
| 12. | Stephen G. Kozey, Midwest ISO   | 10-05-2004              |
| 13. | Charles V. Waits, Michigan Electric Transmission Company  | 10-01-2004              |
| 14. | Gary R. Mathis, Madison Gas & Electric Co.  | 10-05-2004              |
| 15. | Jim D. Cyrulewski, International Transmission Company   | 10-04-2004              |
| 16. | David M. Sandefur, Hoosier Energy REC, Inc.   | 10-04-2004              |
| 17. | Robert A. Richard, Detroit Edison Company   | 10-05-2004              |
| 18. | Daniel M. Dasho, City of Columbia Water & Light   | 10-04-2004              |
| 19. | Ronald J. Jackups, Cinergy Services, Inc., on behalf of<br>The Cincinnati Gas & Electric Company, PSI Energy, Inc. and<br>The Union Light, Heat, and Power Company  |                         |
| 20. | Doug Collins, Alliant Energy Corporate Services   | 10-05-2004              |
| 21. | Michael L. Holtsclaw, Indianapolis Power & Light <sup>3</sup>   | 10-12-2004              |
| 22. | Gordon C. Pietsch, Great River Energy <sup>4</sup>  | 04-21-2005              |
| 23. | Timothy J. Davlin, Springfield (City Water Light & Power) <sup>5</sup>  | 02-09-2006              |
| 24. | Raymond A. Hayward, Southern Municipal Power Agency <sup>6</sup>  | 05-16-2006              |
| 25. | W. E. Garrity, Consumers Energy Company   | 05-21-2008              |
| 26. | William J. Fehrman, MidAmerican Energy Company  | 05-29-2009              |
| 27. | Sal LoBianco, Muscatine Power and Water   | 06-29-2009              |
| 28. | Mark A. Bailey, Big Rivers Electric Corp.   | 12-21-2009              |
| 29. | Chuck Callies, Dairyland Power Cooperative  | 01-28-2010              |

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<sup>1</sup> Upper Peninsula Power Company's signature page was further executed by Keith E. Moyle, Chief Operating Officer, on July 1, 2016, to more properly reflect its participation as a signatory to the Amended Balancing Authority Agreement.

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| 30. | Mark Savoff, Entergy Services, Inc., on behalf of:<br>Entergy Arkansas, Inc.<br>Entergy Gulf States, Louisiana, L.L.C.<br>Entergy Louisiana, LLC<br>Entergy Mississippi Inc.<br>Entergy New Orleans, Inc.<br>Entergy Texas, Inc. | 03-12-2013 |
| 31. | James Compton, South Mississippi Electric Power Association  | 12-06-2012 |
| 32. | L. J. Durel, Jr., Lafayette Consolidated Government<br>(a/k/a Lafayette City-Parish)   | 12-26-2012 |
| 33. | Jennifer J. Vosburg, Louisiana Generating LLC  | 12-27-2012 |
| 34. | Keith D. Crump, Cleco Power LLC  | 01-30-2013 |
| 35. | Cordell Grand, LEPA (Louisiana Energy and Power Authority)   | 01-03-2013 |
| 36. | J. Calvin Crowder, GridLiance Heartland LLC  | 01-15-2019 |
| 37. | Chris Heimgartner, Henderson Municipal Power & Light   | 01-31-2019 |
| 38. | Appendix B – Consumers, ITC, METC, Detroit Edison  | 05-22-2008 |

### Footnotes:

<sup>1</sup> Not in 03-29-05 filing; however signature pages were filed @ FERC on 11-12-04.

<sup>2</sup> Not in 03-29-05 filing; however signature pages were filed @ FERC on 10-07-04.

<sup>3</sup> Not in 03-29-05 filing; however signature pages were filed @ FERC on 10-13-04.

<sup>4</sup> GRE's signature page was filed on 04-28-05.

<sup>5</sup> Timothy J. Davlin, Springfield (City Water Light & Power) filed @ FERC on 02-09-06.

<sup>6</sup> SMMPA's signature page was filed by Mike Small on 05-26-06.

Manitoba Hydro is not a signatory to the BAA.

All remaining signatures submitted in quarterly EQRs.

**AGREEMENT BETWEEN MIDWEST ISO AND MIDWEST ISO BALANCING  
AUTHORITIES RELATING TO IMPLEMENTATION OF TEMT,  
AS AMENDED ON MARCH 14, 2008**

The Midwest Independent Transmission System Operator, Inc. (“Midwest ISO”) and the Midwest ISO Local Balancing Authorities (“LBA”) agree to the following terms.

**1. RECITALS**

- 1.1 In its August 6, 2004 Order in *Midwest Independent Transmission System Operator, Inc.*, Docket No. ER04-691-000 (paragraphs 123 and 138), the Federal Energy Regulatory Commission (“FERC” or “Commission”) ordered procedures before a settlement judge to resolve issues between the Midwest ISO and Midwest ISO Balancing Authorities relating to implementation of the Open Access Transmission and Energy Markets Tariff (“EMT”).
- 1.2 The Parties had conversations, participated in settlement conferences and developed a Settlement Agreement to which the Original Agreement was attached that when filed represented a settlement of the issues between the Balancing Authorities and the Midwest ISO relating to implementation of the EMT.
- 1.3 Through the Original Agreement the Parties set out in detail the division and transfer of certain responsibilities between Balancing Authorities and the Midwest ISO relating to implementation of the EMT. The Original Agreement was accepted by the Commission in the February 18, 2005 Order.<sup>1</sup>
- 1.4 The Parties are amending the Original Agreement to accommodate the development and implementation of the Midwest ISO’s Ancillary Services Markets.
- 1.5 The Parties believe that this Agreement is in the public interest.

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<sup>1</sup> See, *Midwest Independent Transmission System Operator, Inc., et al.*, 110 FERC ¶ 61,177 (2005).

## **2. DEFINITIONS**

- 2.1 **ACTUAL INTERCHANGE.** The metered interchange over a specific interconnection, including pseudo-ties, between two directly interconnected Balancing Authorities.
- 2.2 **AMENDED AGREEMENT.** The Original Agreement as amended on March 14, 2008.
- 2.3 **ANCILLARY SERVICES.** As defined in Module A of the Tariff.
- 2.4 **ANCILLARY SERVICES MARKETS.** The Midwest ISO markets for Ancillary Services the Midwest ISO seeks to establish through a Commission filing.
- 2.5 **AREA CONTROL ERROR (“ACE”).** The instantaneous difference between a Balancing Authority’s net Actual Interchange and Scheduled Interchange, taking into account the effects of frequency bias including a correction for meter error.
- 2.6 **BALANCING AUTHORITY.** The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports the Eastern Interconnection frequency in real-time.
- 2.7 **BALANCING AUTHORITY AREA (“BAA”).** The collection of generation, transmission, and loads within the metered boundaries of a Balancing Authority. A Balancing Authority maintains load-resource balance within its Balancing Authority Area.
- 2.8 **BALANCING AUTHORITIES COMMITTEE (“BA COMMITTEE”).** A committee comprised of one member from each of the Parties to this Amended Agreement.
- 2.9 **BULK ELECTRIC SYSTEM.** The electrical generation resources, transmission lines, interconnection with neighboring systems, and associated equipment generally operated at voltages of 100kV or higher. Bulk Electric System also may include facilities that operate at voltages of lower than 100 kV that are used to support those facilities that generally operate at voltages of 100 kV or higher.
- 2.10 **BUSINESS DAYS.** Any day other than a Saturday or Sunday or a national holiday.

- 2.11 **CRITICAL CYBER ASSETS.** Cyber assets essential to the reliable operation of critical facilities, systems, and equipment which, if destroyed, degraded, or otherwise rendered unavailable, would affect the reliability of the Bulk Electric System.
- 2.12 **DEFAULT.** As defined in Section 12.
- 2.13 **EFFECTIVE DATE.** The effective date of this Amended Agreement as specified in Section 13.
- 2.14 **EMERGENCY.** An abnormal system condition that requires automatic or immediate manual action to prevent or limit the failure of transmission facilities or generation supply that could adversely affect the reliability of the Bulk Electric System.
- 2.15 **EMT.** The Midwest ISO's Open Access Transmission and Energy Markets Tariff, as modified from time to time, and is superseded by the Midwest ISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Tariff") upon implementation of the Tariff.
- 2.16 **EXTERNAL BALANCING AUTHORITY.** A Balancing Authority outside of the Midwest ISO Balancing Authority Area.
- 2.17 **FERC or the COMMISSION.** The Federal Energy Regulatory Commission or any successor agency.
- 2.18 **GOOD UTILITY PRACTICE.** Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to the acceptable practices, methods, or acts generally accepted in the region, including those practices required by Section 215(a)(4) of the Federal Power Act.
- 2.19 **INTERCONNECTION.** The Eastern Interconnection defined by NERC.

- 2.20 **LOCAL BALANCING AUTHORITY (“LBA”).** An operational entity or Joint Registration Organization, as defined in the NERC Rules of Procedure, which is (i) responsible for compliance to NERC for the subset of NERC Balancing Authority Reliability Standards defined in this Amended Agreement for their local area within the Midwest ISO Balancing Authority Area, (ii) a Party to this Amended Agreement, excluding the Midwest ISO, and (iii) shown in Appendix A to this Amended Agreement.
- 2.21 **LOCAL BALANCING AUTHORITY AREA (“LBAA”).** The collection of generation, transmission, and loads that are within the metered boundaries of an LBA.
- 2.22 **MARKET PARTICIPANTS.** As defined in Module A of the Tariff.
- 2.23 **MIDWEST ISO.** The Midwest Independent Transmission System Operator, Inc. or any successor organization. The entity responsible for compliance with NERC Balancing Authority Reliability Standards in accordance with the terms of this Amended Agreement.
- 2.24 **MIDWEST ISO BALANCING AUTHORITY AREA (“MBAA”).** The collection of generation, transmission, and loads within the metered boundaries of the Midwest ISO. The MBAA consists of the transmission system, load and generation resources interconnected to the Midwest ISO Transmission System, as defined under the Tariff, that: (i) function as a centrally coordinated system and (ii) operate subject to the single set of dispatch instructions determined and issued by the Midwest ISO.
- 2.25 **MIDWEST ISO TO AGREEMENT.** The Agreement of Transmission Facilities Owners to Organize the Midwest Independent Transmission System Operator, Inc., a Delaware Non-Stock Corporation.
- 2.26 **NERC.** The North American Electric Reliability Corporation, or any successor organization.
- 2.27 **NERC BALANCING AUTHORITY RELIABILITY STANDARDS.** Those reliability standards and requirements applicable to Balancing Authorities as those standards and requirements exist or are hereafter modified or adopted by NERC.
- 2.28 **NET SCHEDULED INTERCHANGE.** The net of all Scheduled Interchange for a Balancing Authority Area.

- 2.29 **OPERATING PROTOCOLS.** The operating protocols entitled “Operating Protocols of the Local Balancing Authorities and the Midwest ISO Balancing Authority” that are developed and approved by the BA Committee, as may be amended from time to time, to describe in more detail the obligations of the Parties to implement this Amended Agreement.
- 2.30 **ORIGINAL AGREEMENT.** The “Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating To Implementation of TEMT,”
- 2.31 **PARTY OR PARTIES.** The entity or entities that have executed this Amended Agreement.
- 2.32 **REGIONAL RELIABILITY ORGANIZATION (“RRO”).** The Regional Entities established in *Rules Concerning Certification of the Electric Reliability Organization; and Procedures for the Establishment, Approval, and Enforcement of Electric Reliability Standards*, Order No. 672, 114 FERC ¶ 61,104, *order on reh’g*, Order No. 672-A, 114 FERC ¶ 61,238 (2006) or NERC-approved regional organizations that have been delegated reliability responsibilities by NERC, or its successor organization, to ensure that a defined area of the Bulk Electric System is reliable, adequate, and secure.
- 2.33 **RELIABILITY COORDINATOR.** The entity that is the highest level of authority who is responsible for the reliable operation of the Bulk Electric System, has the wide area view of the Bulk Electric System, and has the operating tools, processes and procedures, including the authority to prevent or mitigate emergency operating situations in both next-day analysis and real-time operations. The Reliability Coordinator has the purview that is broad enough to enable the calculation of interconnection reliability operating limits, which may be based on the operating parameters of transmission systems beyond any Transmission Operator’s vision.
- 2.34 **SETTLEMENT AGREEMENT.** The Offer of Settlement submitted to FERC on October 5, 2004 to which the Original Agreement was attached and all attachments thereto.
- 2.35 **SCHEDULED INTERCHANGE.** The planned interchange between two adjacent Balancing Authorities.
- 2.36 **TARIFF.** The Midwest ISO’s Open Access Transmission, Energy and Operating Reserve Markets Tariff, as may be amended from time to time.
- 2.37 **TRANSMISSION CUSTOMER.** An entity taking transmission service under the Tariff.

### 3. RELATIONSHIP TO MIDWEST ISO TO AGREEMENT

- 3.1 **MIDWEST ISO TO AGREEMENT.** Nothing in this Amended Agreement shall be construed or is intended to cause or effect a modification to the Midwest ISO TO Agreement. This Amended Agreement is intended to be separate from the Midwest ISO TO Agreement. All rights and obligations currently existing under the Midwest ISO TO Agreement remain.
- 3.2 **RELATIONSHIP TO ORIGINAL AGREEMENT.** Once the provisions in Section 13.2 of the Original Agreement and the Amended Agreement are satisfied to allow the Amended Agreement to take effect, the Amended Agreement shall supercede the Original Agreement upon the effective date specified in this Amended Agreement; provided, however, this shall not eliminate any rights or obligations relating to prior actions which shall survive the Original Agreement including, but not limited to, rights or obligations arising under the following provisions: (i) indemnification; (ii) waivers of liability; (iii) no agreement to jurisdiction; (iv) default; (v) cost recovery; and (vi) obligations upon termination by entities that terminated their participation in the Original Agreement without executing this Amended Agreement. Notwithstanding the foregoing in this Section 3.2, the Midwest ISO and the LBAs shall maintain the functionality necessary to comply with the Original Agreement for a specific<sup>2</sup> number of days after Ancillary Services Markets start-up.

### 4. OPERATIONS

- 4.1 **GENERAL.** In carrying out obligations under this Amended Agreement, each LBA and the Midwest ISO shall (i) follow Good Utility Practice, (ii) comply with applicable policies, standards and requirements of NERC and the applicable RRO, and (iii) follow applicable laws, regulations, and orders.
- 4.2 **PURPOSE.** The purpose of this Amended Agreement is to delineate the responsibilities (including applicable NERC and RRO reliability requirements) between the Midwest ISO and the LBAs to establish the MBAA that facilitates the operation of the Ancillary Services Markets to be implemented under the Tariff.

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<sup>2</sup> The numbers of days will be determined in the Reversion Plan prior to execution of the Amended Agreement.



- 4.3 **RESPONSIBILITY FOR TASKS.** In its role as a Balancing Authority, the Midwest ISO shall perform NERC and applicable RRO Balancing Authority tasks within the MBAA except as delineated in Section 4 of this Amended Agreement.
- 4.3.1 The Midwest ISO shall document each NERC and applicable RRO Balancing Authority task within the MBAA that has been assigned to an LBA.
- 4.3.2 The Midwest ISO and an LBA may agree by separate written contract to transfer additional responsibilities between an LBA and the Midwest ISO set forth in this Section 4 of this Amended Agreement. Any such contract shall not be considered a modification or amendment to this Amended Agreement. Such contracts shall be funded independently.
- 4.3.3 Nothing in this Amended Agreement would preclude an LBA from delegating one or more of its LBA tasks described in this document to one or more entities. In those circumstances, local agreements between those entities will govern the delineation of responsibilities and associated compliance for that LBAA.
- 4.3.4 Each load, generation facility, and transmission facility within the metered boundaries of the MBAA and within the Midwest ISO transmission system shall be within an LBAA. Each LBAA shall have only one LBA except as stated in the attached "Appendix B".
- 4.3.5 To the extent that a generator is participating in the Midwest ISO Ancillary Services Markets and is not within the metered boundaries (including pseudo-ties) of an LBAA, it shall be pseudo-tied within the MBAA, and for the purposes of the BA Agreement, the Midwest ISO shall be responsible for all NERC BA tasks and associated BA compliance for such facilities.

4.4 **REGISTRATION AND CERTIFICATION.** LBAs and the Midwest ISO shall each comply with NERC and applicable RRO registration and certification requirements related to the Balancing Authority function consistent with the tasks assigned under this Amended Agreement.

4.5 **RESPONSIBILITIES RELATING TO ACTUAL INTERCHANGE**

- 4.5.1 LBAs with tie lines, including pseudo-ties, with External Balancing Authorities shall be responsible for ensuring that adequate metering, communications, and related equipment is maintained and employed to obtain Actual Interchange data as identified in the Operating Protocols.
- 4.5.2 LBAs with tie lines, including pseudo-ties, with External Balancing Authorities shall be responsible for collecting, calculating, verifying and providing to the Midwest ISO Actual Interchange values, as identified in the Operating Protocols, for each such tie line. Such LBAs shall provide to the Midwest ISO an interchange meter error component, as identified in the Operating Protocols, for its external tie lines.
- 4.5.3 LBAs with tie lines with External Balancing Authorities shall be responsible for gathering after-the-fact tie line accounting data with External Balancing Authorities that are interconnected to the LBA and providing such data to the Midwest ISO.

#### 4.6 **DATA EXCHANGE**

- 4.6.1 The Midwest ISO shall provide each LBA with real-time and projected control and dispatch information for all resources within the LBAA as specified in the Operating Protocols.
- 4.6.2 Each LBA and the Midwest ISO shall provide the information and data that a Party reasonably requires to carry out its responsibilities, as determined by the requesting Party, under this Amended Agreement as specified in the Operating Protocols.
- 4.6.3 Each LBA shall be responsible for knowing the status of all resources, generation and transmission available for use within its LBAA except as stated in Appendix B.
- 4.6.4 Upon separate written agreement with an LBA, a Market Participant may arrange for information to be provided to the Midwest ISO through the LBA. Such agreement to provide information shall include protocols for accurate data provision as well as any terms for reimbursement of the LBA for the costs associated with the provision of information. The LBA shall implement the information transfer in accordance with the agreement. Neither the LBA nor the Midwest ISO shall be responsible for any errors in the information received from a Market Participant that such LBA transfers to the Midwest ISO.

**4.7 OTHER**

- 4.7.1 Each LBA shall continue to be responsible for the coordination of controllable loads that are not considered resources under the Tariff with load serving entities within its LBAA.
- 4.7.2 Each LBA shall comply with directives of the Reliability Coordinator, in accordance with NERC standards, including implementing emergency procedures.

**4.8 PARALLEL RESPONSIBILITIES UNDER NORMAL OPERATIONS**

- 4.8.1 The Midwest ISO and each LBA shall be individually responsible for reporting any disturbances or unusual occurrences in the MBAA or LBAA, respectively, that are suspected or determined to be caused by sabotage, to the appropriate systems, governmental agencies, and regulatory bodies.
- 4.8.2 The Midwest ISO and each LBA shall be individually responsible for identification and protection of Critical Cyber Assets, within its respective scope of operations, to support reliable operation of the Bulk Electric System.
- 4.8.3 The Midwest ISO and each LBA shall be individually responsible for adequate and reliable telecommunications facilities internally and with others for the exchange of interconnection and operating information necessary to maintain reliability within its respective scope of operations. Along with maintaining telecommunications facilities, the Midwest ISO and each LBA shall ensure that these communications capabilities are staffed and available for addressing real-time emergency conditions.
- 4.8.4 The Midwest ISO and each LBA shall be individually responsible for providing its personnel with a training program that will support reliable system operation and effective communications within its respective scope of operations. However, the Midwest ISO shall be responsible for providing operational coordination training to its appropriate employees and the appropriate employees of the LBAs.

#### **4.9 EMERGENCY OPERATIONS**

- 4.9.1 In coordination with the LBAs, the Midwest ISO shall document procedures necessary to operate during an Emergency or an abnormal operating condition, as declared by the Midwest ISO.
- 4.9.2 Each LBA shall maintain procedures necessary to implement the documented Midwest ISO procedures that an LBA is expected to perform during an Emergency or an abnormal operating condition.
- 4.9.3 The Midwest ISO and each LBA shall have reasonable capabilities in place for ensuring continuity of reliable operations in the event that its primary control center functionality becomes inoperable.
- 4.9.4 In coordination with the Midwest ISO, each LBA shall ensure plans, procedures, and resources for its LBAA are available to restore the electric system to a normal condition in the event of a partial or total shutdown of the Bulk Electric System.
- 4.9.5 The LBAs shall take all reasonable steps to assist the Midwest ISO during an Emergency in the Midwest ISO region. The LBAs shall not be obligated to procure energy during an Emergency in the Midwest ISO region.

#### **5. OPERATING PROTOCOLS AND SPECIFIC NERC REQUIREMENT ASSIGNMENT**

- 5.1 **INITIAL ASSIGNMENT OF TASKS.** The BA Committee shall create, maintain and provide to NERC a list of assignments of each of the NERC Balancing Authority Reliability Standards to either the Midwest ISO and/or the LBAs in accordance with this Amended Agreement. This list shall be provided to each applicable RRO for compliance monitoring.
- 5.2 **SUBSEQUENT TASKS.** When new applicable RRO or NERC Balancing Authority Reliability Standards tasks are required, the BA Committee shall enter into good faith negotiations to determine whether the Midwest ISO and/or LBAs shall be responsible for performing the new tasks. Prior to resolution by the BA Committee, the Midwest ISO shall be responsible for performing new applicable RRO or NERC Balancing Authority Reliability Standards tasks in accordance with Section 4 of this Amended Agreement.

- 5.3 **MODIFIED TASKS.** When an applicable RRO or NERC Balancing Authority Reliability Standards task is modified, the BA Committee shall enter into good faith negotiations to determine whether the Midwest ISO and/or LBAs shall be responsible for performing the modified task. Prior to resolution by the BA Committee, the entity responsible for performing the modified applicable RRO or NERC Balancing Authority Reliability Standards task, in accordance with Section 4 of this Amended Agreement, shall remain responsible for performing such task.
- 5.4 **OPERATING PROTOCOLS.** The BA Committee shall be required to develop and maintain Operating Protocols that provide for specific data transfers, and other operational requirements necessary to carry out the delineation of Midwest ISO and LBA responsibilities pursuant to this Amended Agreement.
- 5.5 **ADDITIONAL LBA TASKS.** The Midwest ISO will identify and provide to the BA Committee any functions beyond NERC and RRO requirements that an LBA would be expected to perform. Upon approval by the BA Committee, such functions will be incorporated within the Operating Protocols for implementation by the applicable LBA (s). For any functions not applicable to all LBAs, adoption and implementation must be agreeable to the majority of the applicable LBA (s).

## **6. LIMITATIONS ON MIDWEST ISO ACTIONS**

- 6.1 **GOOD UTILITY PRACTICE.** The Midwest ISO shall not issue any orders to another Party pursuant to this Amended Agreement or take any action pursuant to this Amended Agreement that the Midwest ISO knows or should know would result in damage to any of a Parties' facilities, or injury to any person, or that is not in accordance with Good Utility Practice.
- 6.2 **APPLICABLE LAWS.** The Midwest ISO shall not issue any orders to another Party pursuant to this Amended Agreement or take any action pursuant to this Amended Agreement which the Midwest ISO knows or should know would cause a violation of applicable law or tariffs.

## **7. INDEMNIFICATION, LIABILITIES, INSURANCE**

- 7.1 **INDEMNIFICATION.** The Midwest ISO shall at all times indemnify, defend, and save harmless other Parties to this Amended Agreement and their officers, shareholders, directors, agents, contractors, employees, and members (*i.e.*, cooperative members and municipal joint action agency members) from and against any and all damages, losses, claims, including without limitation claims and actions relating to injury to, or death of, any person, or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties or other Parties, arising out of or resulting from the Party's performance of its obligations under this Amended Agreement or the Midwest ISO's performance of its obligations under this Amended Agreement, except in cases of gross negligence or intentional misconduct by the Party.
- 7.2 **LIMITATION OF LIABILITY.** No Party shall be liable to the Midwest ISO for any damages whatsoever, including, without limitation, direct, indirect, incidental, special, multiple, consequential (including without limitation attorneys' fees and litigation costs), exemplary, or punitive damages arising out of or resulting from any act or omission in any way associated with the performance of the Party's responsibilities under this Amended Agreement, except to the extent, and only to the extent, that the Party is found liable for gross negligence or intentional misconduct, in which case the Party shall not be liable for any indirect, incidental, special, multiple, consequential (including without limitation attorneys' fees and litigation costs), exemplary or punitive damages. The Midwest ISO shall not be liable to any Party for any indirect, incidental, special, multiple, consequential (including without limitation attorneys' fees and litigation costs), exemplary or punitive damages.
- 7.3 **INSURANCE.** The Midwest ISO shall obtain and maintain adequate insurance coverage to cover the indemnifications and liabilities under this Amended Agreement subject to its ability to secure such coverage at a reasonable cost. Before obtaining, changing or renewing such coverage, the Midwest ISO shall consult with the Parties, with that consultation to take place no later than ninety (90) days prior to the renewal date or changes in coverage.

## **8. COST RECOVERY**

- 8.1 **TARIFF.** Schedule 24 of the Tariff shall not be modified without satisfaction of the voting requirements set forth in Section 14.4 in this Amended Agreement.
- 8.2 **COST REIMBURSEMENT.** The Balancing Authority Committee shall establish reimbursement guidelines based on functions being administered or transferred to the Midwest ISO. The Midwest ISO shall directly reimburse an LBA for reasonable costs incurred by an LBA to implement this Amended Agreement. To the extent that the Midwest ISO directly reimburses an LBA, then the costs reimbursed shall not be recovered by that LBA through Schedule 24 of the Tariff. Cost reimbursement under this Section 8.2 shall be limited to costs incurred by signatories, or their successors and assigns, to the Original Agreement. Any cost recovery by additional signatories shall be addressed, if at all, by separate agreement with the Midwest ISO under specific reimbursement guidelines established by the BA Committee.
- 8.3 **SANCTIONS.** Compliance with and any associated sanctions related to NERC and applicable RRO requirements, absent regulatory directive otherwise, shall be the responsibility of the Midwest ISO or the individual LBA assigned the task pursuant to this Amended Agreement.
- 8.4 **COST INCURRENCE LIMITS.** The Midwest ISO shall not knowingly take any action under this Amended Agreement which would cause an LBA to incur or face costs relating to fulfilling its responsibilities pursuant to this Amended Agreement that are not recoverable pursuant to the Tariff provision to be implemented as provided in Schedule 24 of the Tariff, or otherwise reimbursed by the Midwest ISO.



## **9. CONFIDENTIALITY**

- 9.1 **BALANCING AUTHORITIES.** (i) In general, personnel of a Balancing Authority or an LBA performing functions under this Amended Agreement shall keep all information received from the Midwest ISO or other entities relating to its performance under this Amended Agreement confidential and shall not disclose such information to Market Participants (including marketing personnel that are part of the same company as the LBA) or entities which it reasonably believes may become Market Participants. (ii) The one exception to subparagraph (a) involves any entity with personnel who perform both LBA and marketing functions and does so as of the time it executes this Amended Agreement. For an LBA with personnel who perform both LBA and marketing functions, the Midwest ISO shall have the authority to limit the information provided to that LBA (provided that if no other entity controls generation in the LBAs, then there will be no need to limit the information provided and provided that the Midwest ISO shall provide sufficient information to allow the LBA to perform its functions under this Amended Agreement and to comply with NERC and RRO requirements). Each LBA with personnel performing such dual functions shall notify the Midwest ISO of that fact, and, to the extent permitted by law, the LBA shall not disclose confidential information to third party Market Participants or third parties which it reasonably believes may become Market Participants. (iii) Notwithstanding the above, by entering into this Amended Agreement, no LBA shall be obligated to restructure its operations (in place as of the time of its execution of the Original Agreement or Amended Agreement, whichever is earlier) to separate LBA personnel from marketing personnel.
- 9.2 **MIDWEST ISO.** The Midwest ISO, its directors, officers, employees, contractors, and agents shall adhere to the Standards of Conduct set forth as Attachment A to the Midwest ISO TO Agreement with regard to all activities related to this Amended Agreement.
- 9.3 **ADDITIONAL REQUIREMENTS.** All data provided under the Amended Agreement shall be subject to the following confidentiality provisions. An LBA shall not be required to sign or comply with additional Midwest ISO confidentiality requirements, such as Attachment Z to the Tariff. The LBAs shall release and hold the Midwest ISO harmless from any unauthorized disclosures of confidential information. The LBAs shall establish and implement internal procedures promptly notifying the Midwest ISO if the LBA becomes aware of any breaches of confidentiality, including, but not limited to, cyber security breaches. The Midwest ISO shall release and hold the LBAs harmless from any unauthorized disclosures of confidential information and shall establish and implement internal procedures promptly notifying the LBAs if the Midwest ISO becomes aware of any breaches of confidentiality, including, but not limited to, cyber security breaches.

## **10. DISPUTE RESOLUTION**

- 10.1 **GENERAL.** All disputes arising under this Amended Agreement shall be finally determined by binding arbitration in accordance with this Section, except disputes as to whether a Party is in Default and what the remedies should be with respect to any Default. The ruling of the arbitrator may be enforced by any court with jurisdiction over that matter.
- 10.2 **PROCEDURES.** Arbitration shall be conducted in accordance with the following procedures, and other procedures determined by the arbitrator that are consistent with the following. Within ninety (90) days of the Effective Date the Amended Agreement, the Parties shall seek to reach agreement on a roster of at least three arbitrators who will be available to resolve disputes under this Amended Agreement. If the Parties are unable to agree on at least three arbitrators, the Midwest ISO shall compile a list of all Parties' proposed arbitrators. Each Party shall have seven (7) days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to the Midwest ISO. If a Party does not return the list within the time specified, all persons named therein shall be deemed acceptable to that Party. From the persons that have been approved on all lists, and in accordance with the designated order of mutual preference consistent with the Rules of the American Arbitration Association, the Midwest ISO shall inform the other Parties of the resulting top three names. The Midwest ISO shall contact each arbitrator in order of listed preference and determine which of the arbitrators is available and able to arbitrate the dispute within the time frames required. For each dispute subject to arbitration, the Midwest ISO shall choose one of the arbitrators from the three or more arbitrators identified pursuant to this Section, based on the arbitrators' availability. Upon written notice of a dispute provided to all affected Parties, the arbitrator shall convene a hearing within seven (7) calendar days of the written notice. At the hearing the affected Parties each shall have the opportunity to make arguments, offer evidence by way of oral testimony and exhibits, and cross examine, provided that the hearing shall be concluded within one day to the extent practicable. The arbitrator then shall issue a decision no later than three (3) Business Days after conclusion of the hearing. The affected Parties may submit written pre-hearing statements prior to the hearing. The arbitrator shall be responsible for the conduct of the hearing. The Parties involved in the arbitration shall share equally the joint costs and fees of the arbitration as well as bearing their own costs. At any time, by mutual agreement, three-fourths of the LBAs and by the agreement of the Midwest ISO, the Parties may add arbitrators to or remove arbitrators from the roster of arbitrators. If one or more arbitrators become unavailable, the Parties shall choose a replacement(s) to the roster consistent with the voting in Section 14.4.

## **11. INSPECTION AND AUDITING PROCEDURES**

- 11.1 **LBA.** Each LBA shall provide the Midwest ISO with access to its books and records and facilities as necessary to allow the Midwest ISO to determine compliance with this Amended Agreement. Such access shall be upon reasonable notice, at reasonable times, and under reasonable conditions.
- 11.2 **MIDWEST ISO.** The Midwest ISO shall provide LBAs with access to its books and records and facilities as necessary to allow determination of compliance with this Amended Agreement. Such access shall be upon reasonable notice, at reasonable times, and under reasonable conditions.

## **12. DEFAULT AND NON-PERFORMANCE**

- 12.1 **NON-PERFORMANCE.** Any failure to carry out any term of this Amended Agreement shall be considered non-performance. A Party alleging non-performance shall provide written notice of such non-performance within seven (7) calendar days to the alleged non-performing Party. The alleged non-performing Party then shall have seven (7) calendar days (or some other time period agreed to by the Parties) to correct the non-performance or to dispute the allegation of non-performance pursuant to the provisions of Section 10.
- 12.2 **DEFAULT.** If a Party fails to correct the non-performance or fails to dispute the allegation of non-performance as provided in Section 12.1, or the Party is found to be a non-performing Party through the dispute resolution provisions in Section 10 and fails to correct the non-performance as provided in Section 12.1 then the Party shall be considered to be in Default.
- 12.3 **REMEDY FOR DEFAULT.** One or more Parties, individually or collectively, may seek appropriate remedies in court, including, but not limited to, specific performance and equitable relief, in the event of a Default by another Party.

### **13. TERM, TERMINATION, EFFECTIVENESS, WITHDRAWAL**

- 13.1 **EFFECTIVE DATE AND TERM.** This Amended Agreement shall be filed at FERC when the conditions stated in Section 13.3 have been satisfied. The Effective Date of this Amended Agreement shall be as provided in Section 13.2. This Amended Agreement shall remain in effect for two (2) years from the Effective Date and shall remain in effect from year to year thereafter unless either (i) the Midwest ISO or (ii) three-fourths of the LBAs then subject to this Amended Agreement give one year advance notice in writing that they wish to terminate this Amended Agreement.
- 13.2 **DETERMINATION AND LIMITATIONS ON EFFECTIVENESS.** The Amended Agreement shall become effective on the date the Ancillary Services Market begins operations provided that the following events have occurred: (i) the applicable RROs have certified, including on a conditional basis, that the Midwest ISO can begin operations as the Balancing Authority of the MBAA to comply with NERC Balancing Authority Reliability Standards; (ii) the provisions of Sections 13.2 and 13.4 of the Original Agreement have been satisfied; (iii) FERC accepts or approves the Amended Agreement; and (iv) any modifications ordered by FERC are accepted consistent with Sections 13.2 and 13.4 of the Original Agreement.
- 13.3 **FILING.** The Balancing Authority Committee may authorize the Midwest ISO to file at the Commission the Amended Agreement consistent with the direction as approved under the voting requirements of Section 13.4 of the Original Agreement.
- 13.4 **TERMINATION.** In the event that the Midwest ISO gives notice to terminate this Amended Agreement, such termination shall not be effective until suitable arrangements for the provision of its Balancing Authority responsibilities are in place. Suitability of the arrangements will be determined by the BA Committee and NERC.

- 13.5 **WITHDRAWAL.** (a) An LBA may withdraw from this Amended Agreement if (i) there are no transmission facilities or there will no longer be transmission facilities subject to the Midwest ISO's functional control located within the LBAA of that entity, or for a generation-only LBA, there are no direct interconnections with any portion of the transmission system subject to the Midwest ISO's functional control; (ii) the LBA ceases or will cease to be an LBA; (iii) the Tariff provisions in Schedule 24 are materially modified or conditioned by a final Commission order; (iv) the entity obtains or receives an order to withdraw from the Midwest ISO by a regulatory authority with jurisdiction over that entity, or (v) the entity terminates service under an applicable Rate Schedule, the terms of which required the entity to become a signatory to this Amended Agreement. (b) The LBA shall provide at least one hundred eighty (180) days notice (or a shorter time period if required by a regulatory authority with jurisdiction, or by law, or as agreed to by the Midwest ISO) to the Midwest ISO of such withdrawal, which withdrawal may not be effective any earlier than the date upon which the applicable conditions set forth in this Section 13.5 are fully satisfied.
- 13.6 **RIGHTS AND RESPONSIBILITIES.** Each LBA and the Midwest ISO shall be subject to the rights and responsibilities under this Amended Agreement for any actions or inactions occurring prior to the effective date of the LBA's withdrawal or termination of this Agreement.
- 13.7 **SURVIVAL OF INDEMNIFICATION.** The provisions of this Amended Agreement related to any indemnification obligation shall survive the termination of this Amended Agreement under Section 13 or the withdrawal of a Party under Section 13 to the full extent necessary for their enforcement and the protection of the Party in whose favor they run with regard to actions or inactions occurring prior to the effective date of the termination or withdrawal, except that in the case of withdrawal of an LBA, any action or claim against that LBA related to this Amended Agreement shall commence within three (3) years of the effective date of the withdrawal.

## **14. MODIFICATIONS AND AMENDMENTS**

### **14.1 RESERVED.**

**14.2 OTHER MODIFICATIONS OR CONDITIONS.** Except as provided in Section 14.4, the Parties intend that there will be no other modifications or conditions to this Amended Agreement. Notwithstanding anything to the contrary in this Amended Agreement, in the event of any changes in NERC, Commission, RRO, or Tariff requirements which materially affect this Amended Agreement, the Parties will negotiate in good faith appropriate changes to this Amended Agreement. Unless the Parties agree to such changes as provided in Section 14.4, they will refer the issues to dispute resolution under Section 10.

**14.3 STANDARD OF REVIEW.** Absent the agreement of the Parties as detailed in Section 14.4, the standard of review for changes or conditions to this Amended Agreement, whether proposed by a Party, or the Commission acting sua sponte, shall 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) (the “Mobile-Sierra” standard). As to any non-contracting third party, the standard of review shall be the most stringent standard permissible under applicable law.

**14.4 VOTING FOR ACCEPTANCE OF MODIFICATIONS OR CONDITIONS.** This Amended Agreement may be modified or conditioned only by at least a three-fourths affirmative vote of the LBAs (each LBA receiving one vote regardless of size, except as stated in the “Appendix B”.) with the assent of the Midwest ISO; provided, however, no such modification or condition may be imposed on a Party that does not agree to the modification or condition to the extent that the modification or condition will cause the Party to no longer be in compliance with NERC or RRO requirements.

## **15. MISCELLANEOUS PROVISIONS**

**15.1 SETTLEMENT.** This Amended Agreement represents a negotiated settlement between and among the Parties. As such, this Amended Agreement does not establish any precedent.

**15.2 ASSIGNMENT.** Each LBA may assign its rights and obligations under this Amended Agreement to another entity subject to receiving the approval of the Midwest ISO; such approval shall not be unreasonably withheld.

- 15.3 **JURISDICTION.** By entering into this Amended Agreement which shall be filed with the Commission and notwithstanding any provision in this Amended Agreement, the LBAs are not in any way agreeing individually or collectively that their activities under this Amended Agreement are subject to Commission jurisdiction. In addition, nothing in this Amended Agreement shall be construed (i) to confer Commission jurisdiction over LBAs that are not public utilities, or (ii) as a consent or waiver with respect to such jurisdiction, or (iii) to cause a non-public utility to take any action or participate in any filing or appeal that would confer Commission jurisdiction over a non-public utility or require a non-public utility to comply with any Order or Rule issued by the Commission. A Party's actions, decisions, and performance under this Amended Agreement, including without limitation the exercise of its rights to withdraw from or terminate this Amended Agreement, shall not be subject to Commission approval.
- 15.4 **RESERVATION OF RIGHTS.** Nothing in this Amended Agreement shall affect a Party's rights to argue issues that are not resolved pursuant to this Amended Agreement in proceedings at the Commission and in the courts.
- 15.5 **BALANCING AUTHORITIES COMMITTEE.** A BA Committee shall be formed by the Parties. The purpose of the BA Committee shall be to review performance under this Amended Agreement, discuss issues that may arise related to such performance, develop and approve Operating Protocols, and, if necessary or advisable, to propose amendments to this Amended Agreement for consideration by the Parties. The BA Committee shall be comprised of a member and an alternate for each Party, who has authority to bind the Party. The BA Committee shall meet at least twice each year on dates to be determined by the Midwest ISO after consultation with the BA Committee members. The Midwest ISO shall facilitate such meetings. The BA Committee shall establish procedures to govern its actions consistent with the terms of this Amended Agreement.
- 15.6 **CONSOLIDATION OF LBAs.** The Parties agree that any consolidations of LBAs by LBAs shall be accommodated under this Amended Agreement. This Amended Agreement shall not be construed as inhibiting the consolidation of LBAs by LBAs.

- 15.7 **ADDITIONAL LBAS.** The Parties agree that any External Balancing Authority may become a signatory to this Amended Agreement, subject to receiving the approval of the Midwest ISO, so long as the External Balancing Authority agrees to be bound by the provisions of this Amended Agreement as a LBA within the MBAA and ceases to be an External Balancing Authority.
- 15.8 **GOVERNING LAW.** This Amended Agreement shall be governed by and construed in accordance with the laws of Delaware.
- 15.9 **COMPLETE AGREEMENT.** This Amended Agreement shall constitute the complete agreement of the Parties on the subject matters covered herein.
- 15.10 **FORCE MAJEURE.** No Party shall be considered to be in breach of this Amended Agreement to the extent that a failure to perform its obligations is due to an “Uncontrollable Force.” The term “Uncontrollable Force” means an event or circumstance which prevents one Party from performing its obligations, which event or circumstance is not within the reasonable control of, or the result of the negligence of, the claiming Party, and which by the exercise of due diligence, or Good Utility Practice, the claiming Party is unable to avoid, cause to be avoided, or overcome. Any Party rendered unable to fulfill any of its obligations by reason of an Uncontrollable Force shall give immediate notice of such fact to the other Parties and shall exercise due diligence to remove such inability within a reasonable time period. If a Party is unable to perform actions under this Amended Agreement due to the actions of an independent third party (e.g. not a consultant or affiliate of the Party), that shall be considered an Uncontrollable Force.
- 15.11 **NO AGENCY RELATIONSHIP.** This Amended Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between or among the Parties, or any of the Parties, or to impose any partnership obligation or partnership liability upon any of the Parties. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or act as, or be, an agent or representative of, or otherwise bind, any other Party. Tasks undertaken or transferred to a Party shall be independently performed by that Party.
- 15.12 **REPRESENTATIONS AND WARRANTIES.** Each Party warrants that it possesses the necessary authority to enter into and agree to this Amended Agreement.



- 15.13 **EXECUTION BY COUNTERPARTS.** This Amended Agreement may be executed in any number of counterparts, and upon execution of a counterpart by each of those Parties, each executed counterpart shall have the same force and effect as an original instrument as if each of those Parties had signed the same instrument.
- 15.14 **NO THIRD PARTY BENEFICIARIES.** Except as otherwise provided herein, this Amended Agreement is not intended to, and does not create, any rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 15.15 **NO MARKET PARTICIPANT.** The performance of functions described in this Amended Agreement shall not cause a Party to become a Market Participant.
- 15.16 **NOTICE.** Each Party shall designate an individual to receive notice under this Amended Agreement by providing the individual's name, address, phone number, and email address to the BA Committee. The BA Committee shall maintain the list of individuals to receive notice. It shall be the responsibility of each individual Party to update its notice information when necessary.

IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

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Name: Douglas C. Collins  
Company: Alliant Energy Corporate Services  
Date: 10-5-04

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Company: \_\_\_\_\_  
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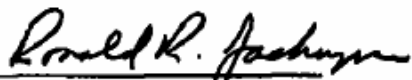
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**Name:** Ronald R. Jackups  
**Company:** CInergy Services, Inc.  
(on behalf of The  
Cincinnati Gas & Electric  
Company, PSI Energy, Inc.  
and The Union Light, Heat,  
and Power Company)  
**Date:** September 30, 2004

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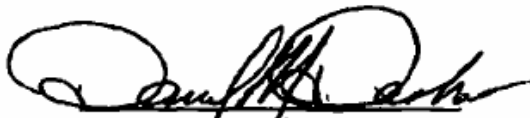
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**Name:** Daniel M. Dasho  
**Company:** City of Columbia Water & Light  
**Date:** October 4, 2004

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Signing solely in its capacity as a "contractor" of International Transmission Company for purposes of the indemnification and third-party beneficiary provisions in Section 6 and Section 14.14 of the aforementioned Agreement and as a "Party" for purposes of the aforementioned Agreement



Name: *ROBERT A. RICHARD*

Company: Detroit Edison Company

Date: *OCTOBER 5, 2004*

IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.



Name: David W. Sandefur  
Company: Hoosier Energy REC, Inc.  
Date: October 4, 2004

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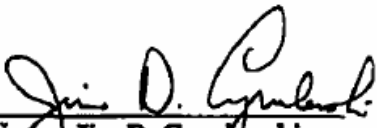
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Name: Jim D. Cyrulowski  
Position: VP - Asset Perf. & Engineering  
Company: International Transmission Company  
Date: 10/4/2004

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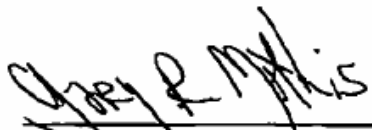
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Name: Gary R. Mathis - Senior Director  
Company: Madison Gas & Electric Co.  
Date: 10-05-04

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**Name:** Charles V. Waits  
**Company:** Michigan Electric Transmission  
Company, LLC  
**Date:** October 1, 2004

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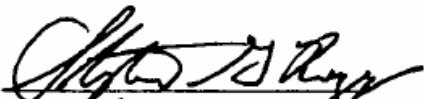
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Name: *Stephen G Kozey*  
Company: *Midwest ISO*  
Date: *10/15/04*

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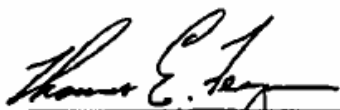
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Name: *Thomas E. Ferguson*  
Company: *Minnesota Power*  
Date: *October 4, 2004*

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Name: Andrea Stomberg  
Company: Montana-Dakota Utilities Co.  
Date: October 5, 2004

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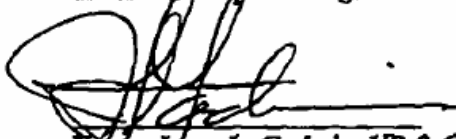
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**Name:** Jerry L. Godwin, VP & COO  
**Company:** Northern Indiana Public Service Co.  
**Date:** October 4, 2004

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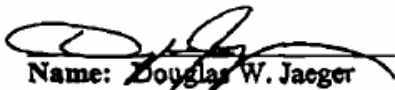
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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

  
**Name:** Douglas W. Jaeger  
**Vice President**  
**Company:** Xcel Energy Services Inc.  
On behalf of Northern States  
Power Company and Northern  
States Power Company (Wisconsin)  
**Date:** October 1, 2004

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Name: Rodney C.H. School  
Company: Otter Tail Power  
Date: October 4, 2004

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Company: \_\_\_\_\_  
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*Bill Hutchison*

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**Name:** Bill Hutchison  
**Company:** Southern Illinois Power  
Cooperative, Inc.  
**Date:** 10/01/2004

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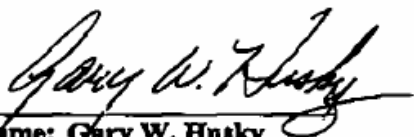
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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.



Name: Gary W. Husky  
Company: Southern Indiana Gas and Electric Company (d/b/a Vectren Energy  
Delivery of Indiana  
Date: October, 4, 2004

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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.



Clinton A. Vince  
Mary E. Bengt  
Attorneys for Wisconsin Electric Power Company  
Sullivan & Worcester LLP  
1666 K Street, NW  
Washington, DC 20006

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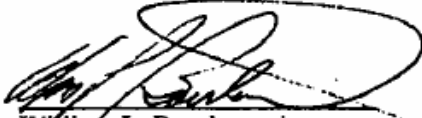
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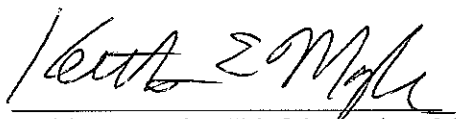
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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

A handwritten signature in black ink, appearing to read 'William L. Bourbonnais', is written over a horizontal line.

William L. Bourbonnais  
Vice President – Transmission  
WPS Resources Corporation  
October 1, 2004

IN WITNESS WHEREOF, the signatories have caused this Agreement Between MISO and the MISO Balancing Authorities Related to Implementation of TEMA to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

A handwritten signature in black ink, appearing to read "Keith E. Moyle". The signature is written in a cursive, flowing style.

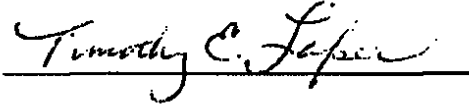
Keith E. Moyle, Chief Operating Officer

Upper Peninsula Power Company

Initially Executed: October 1, 2004 (by William L. Bourbonnais, WPS Resources,  
on behalf of Upper Peninsula Power Company)

Re-executed: July 1, 2016

IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

A handwritten signature in cursive script, reading "Timothy E. Lafser", is written over a horizontal line.

**Name:** Timothy E Lafser

**Company:** Ameren Services Company, as agent for Union Electric Company d/b/a AmerenUE, Central Illinois Public Service Company d/b/a AmerenCIPS, Central Illinois Light Co. d/b/a AmerenCilco, and Illinois Power d/b/a AmerenIP

**Date:** November 10, 2004

IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

*Michael L. Holtzman*  
Name: *Michael L. Holtzman*  
Company: *Indianapolis Power & Light*  
Date: *October 12, 2004*

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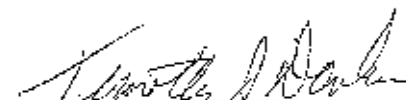
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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.



Name: Timothy J. JAVLIN, MAYOR  
Company: CITY OF SPRINGFIELD  
Date:

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Company: \_\_\_\_\_  
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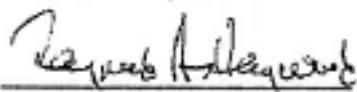


IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

  
Name: Gordon C. Pietsch  
Company: Great River Energy  
Date: 4/21/05

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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.



Name: Raymond A. Hayward

Company: Southern Municipal Power Agency MN

Date: 05-16-06

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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

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Name: W E GARRITY  
Company: CONSUMERS ENERGY  
Date: 5/21/08

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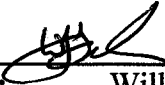
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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

  
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**Name:** William J. Fehrman, President  
**Company:** MidAmerican Energy Company  
**Date:** May 29, 2009

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Issued by: Stephen G. Kozey, Issuing Officer  
Issued on: \_\_\_\_\_

Effective: \_\_\_\_\_

IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.



**Name:** Sal LoBianco

**Company:** Muscatine Power and Water

**Date:** June 29, 2009

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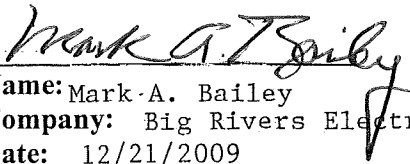
**Company:**

**Date:**

Issued by: Stephen G. Kozcy, Issuing Officer  
Issued on: \_\_\_\_\_

Effective: \_\_\_\_\_

IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

  
Name: Mark A. Bailey  
Company: Big Rivers Electric Corp.  
Date: 12/21/2009

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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.



Name: Chuck Callies, VP, Power Delivery  
Company: Dairyland Power Cooperative  
Date: January 28, 2010

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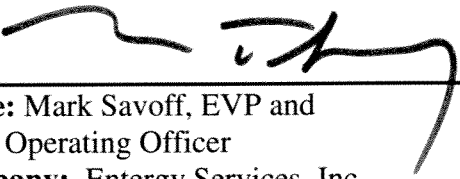
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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.



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**Name:** Mark Savoff, EVP and  
Chief Operating Officer

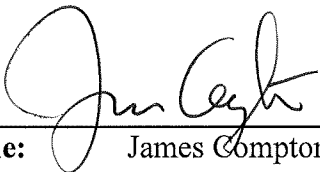
**Company:** Entergy Services, Inc.,  
on behalf of:  
Entergy Arkansas, Inc.  
Entergy Gulf States Louisiana, L.L.C.  
Entergy Louisiana, LLC  
Entergy Mississippi Inc.  
Entergy New Orleans, Inc.  
Entergy Texas, Inc.

**Date:** March 12, 2013

**Note:** Within the MISO Network Model, Entergy Arkansas, Inc. represents one Local Balancing Authority Area, and the other five Entergy Operating Companies represent a second Local Balancing Authority Area.




IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

  
**Name:** James Compton

**Company:** South Mississippi Electric Power Association

**Date:** 12/6/12

IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

  
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Name: L. J. Durel, Jr.  
Company: Lafayette Consolidated Government  
Date: 12/26/12

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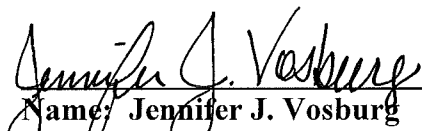
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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.



**Name:** Jennifer J. Vosburg  
**Company:** Louisiana Generating LLC  
**Date:** December 27, 2012

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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

  
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**Name:** KEITH D. CRUMP  
**Company:** Cleco Power LLC  
**Date:** Jan 30, 2013

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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.



Name: *Cordell Grand*  
Company: *LEPA*  
Date: *1-3-13*

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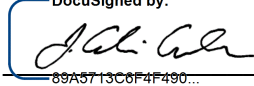
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Midwest ISO  
First Revised Rate Schedule FERC No. 3

Original Sheet No. 24

IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.

DocuSigned by:  
  
89A5713C6F4F490...  
**Name: J. Calvin Crowder**  
**Company: GridLiance Heartland LLC**  
**Date: 1/15/2019**

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IN WITNESS WHEREOF, the signatories have caused this Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of TEMT to be executed by their duly authorized representatives as of the dates set forth under their respective signatures.



**Name:** CHRIS HEIMGARTNER

**Company:** HENDERSON MUNICIPAL POWER & LIGHT

**Date:** JANUARY 31, 2019

**APPENDIX A**

**LISTING OF LOCAL BALANCING AUTHORITIES**

Alliant Energy Corporate Services, Inc., on behalf of Wisconsin Power & Light Company and Interstate Power and Light Company

Ameren Services Company, as agent for Union Electric Company (d/b/a AmerenUE), Central Illinois Public Service Company (d/b/a AmerenCIPS), Central Illinois Light Co. (d/b/a AmerenCilco), and Illinois Power (d/b/a AmerenIP)

City of Columbia Water & Light

City Water, Light & Power (Springfield, IL)

Consumers Energy Company

Detroit Edison Company

Duke Energy Shared Services, Inc., on behalf of Duke Energy Indiana, Inc., Duke Energy Kentucky, Inc., and Duke Energy Ohio, Inc.

FirstEnergy Service Company, on behalf of American Transmission Systems Incorporated

Great River Energy

Hoosier Energy REC, Inc.

Indianapolis Power & Light Company

Integrus Energy Group, on behalf of Wisconsin Public Service Corporation and Upper Peninsula Power Company

International Transmission Company/Michigan Electric Transmission Company, LLC, on behalf of Michigan Electric Coordinated Systems

Madison Gas & Electric Co.

Minnesota Power

Montana-Dakota Utilities Co.

Northern Indiana Public Service Co.



Otter Tail Corporation d/b/a Otter Tail Power Company

Southern Illinois Power Cooperative, Inc.

Southern Indiana Gas and Electric Company (d/b/a Vectren Energy Delivery of Indiana)

Southern Minnesota Municipal Power Agency

Wisconsin Electric Power Company

Xcel Energy Services Inc., on Behalf of Northern States Power Company, a Minnesota corporation, and Northern States Power Company, a Wisconsin corporation

## **APPENDIX B**

### **AGREEMENT GOVERNING THE ALLOCATION OF LOCAL BALANCING AUTHORITY RESPONSIBILITIES WITHIN THE MICHIGAN ELECTRIC COORDINATED SYSTEMS**

This **AGREEMENT** ("Michigan Agreement") is entered into as of this 22<sup>nd</sup> day of May, 2008 and is effective on the date that the Midwest Independent Transmission System Operator, Inc. (Midwest ISO") starts its ancillary services market (the "Effective Date"). This Michigan Agreement is entered into by and between Consumers Energy Company, a corporation organized under the laws of Michigan, with offices at One Energy Plaza, Jackson, Michigan 49201 ("Consumers Energy"), The Detroit Edison Company, a corporation organized under the laws of New York, with offices at 2000 2<sup>nd</sup> Avenue, Detroit, Michigan 48226 ("Detroit Edison"), International Transmission Company, doing business as *ITCTransmission*, a corporation organized under the laws of Michigan, with offices at 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375 ("ITC"), and Michigan Electric Transmission Company, a corporation organized under the laws of Michigan, with offices at 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375 ("METC").

### **RECITALS**

- A. Michigan Electric Coordinated Systems ("MECS") is a North American Electric Reliability Corporation ("NERC") certified Balancing Authority Area within Michigan.
- B. In 2000, Detroit Edison transferred its transmission assets to ITC, which, since March 2003, has operated as an independent transmission company, unaffiliated with Detroit Edison.
- C. In 2002, Consumers Energy transferred its transmission assets to METC (now a wholly-owned subsidiary of ITC's parent company), which, since that time, has operated as an independent transmission company, unaffiliated with Consumers Energy.
- D. As a consequence of the these corporate transactions, there are no longer any fully vertically integrated investor-owned utilities in MECS; transmission, distribution and generation functions are performed by different Michigan Parties, depending upon asset ownership, and the Michigan Parties currently work together to perform all of the Balancing Authority functions in MECS, to ensure ongoing compliance with NERC Reliability Standards.

- E. This Michigan Agreement is part of the “Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating To Implementation of TEMT, as Amended” (“BA Agreement”), which, among other things, allocates, as between the Midwest ISO and the Balancing Authorities within the Midwest ISO footprint, responsibility for compliance with NERC Reliability Standards applicable to Balancing Authorities, such allocation to take effect upon commencement of the Midwest ISO’s ancillary services market.
- F. Under the BA Agreement, all existing Balancing Authorities are redefined as Local Balancing Authorities (“LBAs”), with the Midwest ISO assuming the role of Balancing Authority for the Midwest ISO footprint.
- G. To perform all of the essential functions to ensure compliance with NERC Reliability Standards applicable to Balancing Authorities, the Michigan Parties have agreed that this Michigan Agreement, and the Michigan Requirements Matrix, as defined herein, shall govern the allocation of LBA responsibilities delegated from the Midwest ISO among the Michigan Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Michigan Agreement, the Michigan Parties agree as follows:

### **ARTICLE 1. DEFINITIONS**

All capitalized terms shall be defined as set forth in the BA Agreement, except as may be modified herein. In addition, the terms below shall be defined as stated.

1.1 **MECS**: For the purposes of this Michigan Agreement, shall be defined as ITC and METC.

1.2 **Michigan Party**: Consumers Energy, Detroit Edison, ITC and METC are each a Michigan Party, and collectively are the Michigan Parties.

1.3 **Michigan Requirements Matrix**: the matrix that sets forth each Reliability Standard Requirement applicable to LBAs, as identified in the Midwest ISO BA and LBA requirements matrix attached to the Joint Registration Organization registration submitted to NERC on November 1, 2007 (as may hereafter be revised), and identifies one or more Michigan Parties, as appropriate, as the entity or entities responsible for compliance with such requirement.

1.4 **Reliability Standards**: The reliability standards established by NERC that define the reliability requirements for planning and operating the North American bulk power system.

1.5 **Reliability Standard Requirement(s)**: A requirement identified in a Reliability Standard that defines in greater detail the tasks and functions that must be performed under such Reliability Standard.

## **ARTICLE 2. IDENTIFICATION OF LOCAL BALANCING AUTHORITIES**

2.1 Consumers Energy, Detroit Edison, and MECS shall each be an LBA solely with respect to the Reliability Standard Requirements assigned to it, and specifically identified, in the Michigan Requirements Matrix; *provided, however*, that ITC and METC shall be responsible for the MECS' actions identified in Section 3.1.

2.2 Consistent with each Michigan Party's "Balancing Authority Joint Certification Application" submitted to NERC on October 31, 2007, Consumers Energy, Detroit Edison and MECS shall each be certified with NERC and, as applicable, NERC's regional reliability council, as a "Balancing Authority" solely with respect to those Reliability Standard Requirements expressly assigned to it under the Michigan Requirements Matrix; *provided, however*, that ITC and METC shall be responsible for MECS' actions not expressly assigned to Consumers Energy and Detroit Edison, in accordance with Section 3.1.

## **ARTICLE 3. RESPONSIBILITIES**

3.1 Consumers Energy and Detroit Edison shall be directly responsible and accountable to NERC and, as applicable, NERC's regional reliability council, for compliance with Reliability Standard Requirements expressly assigned to Consumers Energy and Detroit Edison, respectively, under the Michigan Requirements Matrix. MECS shall be directly responsible and accountable to NERC and, as applicable, NERC's regional reliability council, for compliance with all other Reliability Standard Requirements in the metered boundaries of MECS, not expressly assigned to Consumers Energy and Detroit Edison under the Michigan Requirements Matrix. For example, MECS would be responsible for LBA functions performed for municipal entities and IPPs.

3.2 An updated copy of the Michigan Requirements Matrix will at all times be made available to NERC, FERC, the Midwest ISO, and the BA Committee, upon request, and shall include all Reliability Standard Requirements applicable to LBAs, as identified in the Midwest ISO BA and LBA requirements matrix attached to the Joint Registration Organization registration submitted to NERC on November 1, 2007, as may hereafter be amended. The Michigan Parties shall be solely responsible for making, and shall be solely authorized to make, amendments to the Michigan Requirements Matrix, which shall be amended only upon unanimous vote of the Michigan Parties; *provided, however*, that if i) NERC adopts a new Reliability Standard that establishes new or different LBA responsibilities or ii) the BA Committee establishes new or different LBA responsibilities, or reallocates LBA responsibilities then the Michigan Parties agree that, to avoid any gap in compliance, Consumers Energy, Detroit Edison and MECS shall perform any necessary functions, consistent with Section 3.3 below, without awaiting amendment to the Michigan Requirements Matrix. Any necessary amendments shall be made at the earliest possible date, to ensure that the Michigan Requirements Matrix is at all times updated. Until an amended Michigan Requirements Matrix is approved, MECS shall be the default responsible LBA.

3.3 The Michigan Requirements Matrix shall at all times comport with the allocation of responsibilities among Consumers Energy, Detroit Edison and MECS, except as noted in Section 3.2. These responsibilities may include, but are not limited to:

3.3.1 MECS will be responsible for:

- 3.3.1.1 All tie line metering tasks
- 3.3.1.2 All communications with adjacent BAs, transmission owners and reliability coordinators
- 3.3.1.3 Directing system restoration efforts
- 3.3.1.4 Coordinating transmission outages
- 3.3.1.5 Coordinating load shedding throughout MECS
- 3.3.1.6 Coordinating actions with independent power producers and other operating entities in emergency circumstances
- 3.3.1.7 All LBA tasks related to overall LBAA operation, including monitoring of, coordination, and communication with all entities within the MECS LBAA.
- 3.3.1.8 All LBA tasks performed in the LBAA by Parties other than Consumers Energy and Detroit Edison.

3.3.2 Consumers Energy and Detroit Edison will be responsible for the following actions on assets either owned or controlled by the applicable entity:

- 3.3.2.1 Commencing and adjusting generation in emergency circumstances.
- 3.3.2.2 Commencing and adjusting load management, including the utilization of interruptible and curtailable load, planning for and implementing manual load shed, and conducting auto load shed in under-frequency and under-voltage conditions
- 3.3.2.3 Performing appropriate tasks to ensure that adequate emergency plans are in place, i.e., maintenance of fuel supply and inventory plans, fuel switching plans, etc.
- 3.3.2.4 Coordinating generation outages with MECS and MISO.
- 3.3.2.5 Arranging delivery of electrical energy or fuel in emergency circumstances
- 3.3.2.6 Public appeals
- 3.3.2.7 Reporting and notifications to government agencies

3.3.3 Consumers Energy, Detroit Edison and MECS will be individually responsible for actions on and with assets they directly own or control:

- 3.3.3.1 Emergency plans
- 3.3.3.2 Communication protocols
- 3.3.3.3 Back up power supply and facilities
- 3.3.3.4 All critical infrastructure requirements
- 3.3.3.5 All operations training required to satisfy the Reliability Standard Requirements assigned to them under the Michigan Requirements Matrix.

3.3.4 Consumers Energy and Detroit Edison will have access only to data or information related to their respective companies, or as otherwise authorized by FERC. Neither Consumers Energy nor Detroit Edison will have authority as an LBA over any other MECS LBAA entity, nor will Consumers Energy or Detroit Edison have any responsibility as an LBA related to the performance of any other MECS LBAA entity.

3.3.5 When a task or responsibility is allocated to an LBA in the Amended BA Agreement, and that task or responsibility is not expressly listed in the BA Matrix (and the Michigan Matrix), then that task will be the responsibility of the MECS LBA.

#### **ARTICLE 4. MODIFICATIONS AND AMENDMENTS**

4.1 The Michigan Parties shall be solely responsible for making, and shall be solely authorized to make, amendments to this Michigan Agreement, which shall be amended only upon unanimous vote of the Michigan Parties; provided, however, that Section 5.2 of this Michigan Agreement shall be amended only by an affirmative vote of at least three-fourths (3/4) of all LBAs under the BA Agreement. The Michigan Parties will cast one vote on any proposed amendment(s) to Section 5.2, which vote shall be determined by a two-thirds (2/3) majority internal vote by the Michigan Parties, with ITC and METC only casting one vote between them.

4.2 The Michigan Parties cannot make any changes to this Michigan Agreement which will be binding on any other Party to the BA Agreement.

#### **ARTICLE 5. BA AGREEMENT**

5.1 Each Michigan Party shall be a signatory to the BA Agreement and shall be governed by its terms unless such terms are unequivocally contradicted by this Agreement.

5.2 Each Michigan Party shall be permitted to participate individually on the BA Committee, as defined in the BA Agreement. At the BA Committee, the Michigan Parties will cast one vote, which shall be determined by a two-thirds (2/3) majority internal vote by the Michigan Parties, with ITC and METC only casting one vote between them.

## **ARTICLE 6: INDEMNIFICATION AMONG THE MICHIGAN PARTIES**

6.1 In the event that NERC, an RRO, FERC, or the State of Michigan levies sanctions or penalties on a Michigan Party that is not identified in Section 3.1 as being responsible for the task or action to which the sanction or penalty relates, the Michigan Party that is responsible for the task or action under Section 3.1 shall indemnify, defend and save harmless the other Michigan Parties from such penalties or sanctions (including the Michigan Party's respective officers, shareholders, directors, agents, contractors, and employees) and all claims, attorney fees, and all other obligations resulting from such levied sanctions or penalties.

**IN WITNESS WHEREOF**, the Michigan Parties hereto have caused this agreement to be executed by their fully authorized representatives as of the day and year first above written.

### **Consumers Energy Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### **International Transmission Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### **Michigan Electric Transmission Company, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### **The Detroit Edison Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ARTICLE 6: INDEMNIFICATION AMONG THE MICHIGAN PARTIES

6.1 In the event that NERC, an RRO, FERC, or the State of Michigan levies sanctions or penalties on a Michigan Party that is not identified in Section 3.1 as being responsible for the task or action to which the sanction or penalty relates, the Michigan Party that is responsible for the task or action under Section 3.1 shall indemnify, defend and save harmless the other Michigan Parties from such penalties or sanctions (including the Michigan Party's respective officers, shareholders, directors, agents, contractors, and employees) and all claims, attorney fees, and all other obligations resulting from such levied sanctions or penalties.

IN WITNESS WHEREOF, the Michigan Parties hereto have caused this agreement to be executed by their fully authorized representatives as of the day and year first above written.

### Consumers Energy Company

By: WE GARRITY  
Name: WE GARRITY  
Title: SENIOR VICE PRESIDENT

APVD AS TO FORM

MED

### International Transmission Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### Michigan Electric Transmission Company, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### The Detroit Edison Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Issued by: T. Graham Edwards, Issuing Officer  
Issued on:

Effective: September 9, 2008

Issued by: Stephen G. Kozey, Issuing Officer  
Issued on: May 23, 2008

Effective: September 9, 2008



## ARTICLE 6: INDEMNIFICATION AMONG THE MICHIGAN PARTIES

6.1 In the event that NERC, an RRO, FERC, or the State of Michigan levies sanctions or penalties on a Michigan Party that is not identified in Section 3.1 as being responsible for the task or action to which the sanction or penalty relates, the Michigan Party that is responsible for the task or action under Section 3.1 shall indemnify, defend and save harmless the other Michigan Parties from such penalties or sanctions (including the Michigan Party's respective officers, shareholders, directors, agents, contractors, and employees) and all claims, attorney fees, and all other obligations resulting from such levied sanctions or penalties.

IN WITNESS WHEREOF, the Michigan Parties hereto have caused this agreement to be executed by their fully authorized representatives as of the day and year first above written.

**Consumers Energy Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**International Transmission Company**

By: Elizabeth Howell  
Name: Elizabeth Howell  
Title: VP, Operations

**Michigan Electric Transmission Company, LLC**

By: Daniel J. Oginskiy  
Name: Daniel J. Oginskiy  
Title: Secretary

**The Detroit Edison Company**

By: Steven Komes  
Name: Steven Komes  
Title: ESVP