

COORDINATION AGREEMENT

BY AND AMONG

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR INC.

ITC MIDWEST L.L.C.

INTERSTATE POWER AND LIGHT COMPANY

AND

CENTRAL IOWA POWER COOPERATIVE

This agreement, is made on the 1st day of February 2012, by and between the Midcontinent Independent System Operator Inc. ("MISO"), ITC Midwest LLC ("ITC Midwest"), Interstate Power and Light Company ("IPL") and Central Iowa Power Cooperative ("CIPCO")(each a "Party" and collectively the "Parties").

WHEREAS, MISO is a Delaware non-stock, not-for-profit corporation incorporated pursuant to Title 8, Chapter 1 of the laws of the State of Delaware, and established by the MISO Agreement; and

WHEREAS, ITC Midwest, a Michigan limited liability company, is an independent transmission company that owns and operates electric transmission facilities in and around the State of Iowa; and

WHEREAS, IPL, a wholly owned subsidiary of Alliant Energy Corporation ("Alliant Energy"), is a generation and distribution company incorporated pursuant to the laws of the State of Iowa that owns and operates electric generation and distribution facilities in and around the State of Iowa, and is a Local Balancing Authority as that term is defined in the Amended Balancing Authority Agreement, MISO Rate Schedule No. 3; and

WHEREAS, CIPCO is a generation and transmission cooperative corporation incorporated pursuant to the laws of the State of Iowa that owns and operates electric transmission facilities in and around the State of Iowa; and

WHEREAS, CIPCO, IPL (as successor in interest to Iowa Electric Light and Power) and ITC Midwest (as assignee and partial successor in interest to IPL), are the current parties to the Operating and Transmission Agreement (“O&T Agreement”), which was originally entered into in 1946, was revised and restated effective January 1, 1991 and was granted Carved-Out Grandfathered Agreement (“GFA”) status under the MISO Tariff effective April 1, 2005.

WHEREAS, CIPCO and ITC Midwest own transmission facilities that have been planned and developed pursuant to the O&T Agreement to be operated as the Integrated Transmission System, as this term is defined in the O&T Agreement, in and around the State of Iowa; and

WHEREAS, CIPCO and ITC Midwest own other transmission facilities that are physically interconnected and operated as an integrated system with the Integrated Transmission System; and

WHEREAS, the O&T Agreement also provides for the operation by ITC Midwest (as assignee and partial successor in interest to IPL) of certain transmission facilities owned by CIPCO, including, but not limited to, the facilities comprising the Integrated Transmission System; and

WHEREAS, the O&T Agreement further provides for IPL to dispatch generation and to balance load for the loads and resources connected to the transmission facilities of CIPCO and ITC Midwest, including but not limited to the facilities comprising the Integrated Transmission System; and

WHEREAS, MISO has functional control of, and provides transmission service over the transmission facilities of Owners, as this term is defined in the MISO Agreement, including the facilities of ITC Midwest, and over certain Non-transferred Transmission Facilities, as this term is defined in the MISO Agreement; and

WHEREAS, CIPCO is not an Owner as defined in the MISO Agreement, but wishes to retain MISO’s services to ensure the coordination of transmission service over the facilities comprising CIPCO’s transmission system with transmission service over the transmission facilities of the Owners that are interconnected with CIPCO Transmission Facilities, collectively referred to herein as the "Combined Systems"; and

WHEREAS, MISO administers an Energy and Operating Reserves Market and a Financial Transmission Rights Market in accordance with the MISO Tariff; and

WHEREAS, CIPCO, while retaining its ownership of the CIPCO Transmission Facilities and not transferring functional control over its facilities to MISO in the manner that a MISO Transmission Owner would, delegates and grants the necessary authority to MISO to perform certain Services and other obligations under this Agreement, as set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree as follows:

I. DEFINITIONS

1.1 The capitalized terms used herein shall have the same meaning as set forth in the MISO Tariff, unless defined otherwise in this Article I. Terms not defined herein or in the MISO Tariff shall have the meaning given them in the “Glossary of Terms Used in NERC Reliability Standards” approved by the NERC’s Board of Trustees, August 4, 2011, as updated, or as otherwise understood by common usage in the electric utility industry.

1.2 The following terms shall have the following meanings:

"Agreement" shall mean this Agreement, and any amendments thereto in writing agreed between the Parties.

“Bulk Electric System” shall have the definition used in the most current version of the “Glossary of Terms Used in NERC Reliability Standards.”

"CIPCO Transmission Facilities" shall mean the booked transmission facilities owned by CIPCO over which Transmission Service is offered pursuant to the CIPCO Tariff and which are integrated with transmission facilities of ITC Midwest, including CIPCO’s transmission facilities comprising the Integrated Transmission System. The CIPCO Transmission Facilities are described in Appendix A to this Agreement.

"CIPCO Tariff" shall mean the applicable open access transmission tariff governing the CIPCO Transmission Facilities.

"CIPCO Zone" shall mean the transmission service pricing zone comprised of the CIPCO Transmission Facilities.

"Combined Systems" shall mean the CIPCO Transmission Facilities and the transmission facilities of those MISO Transmission Owners that are interconnected with the CIPCO Transmission Facilities.

"Coordinated Flowgate" shall mean a flowgate impacted by an operating entity, as more fully described in the Congestion Management Process, Attachment LL to the MISO Tariff.

"Coordinating Committee" shall be as defined in Article VIII.

"Security Constrained Economic Dispatch" ("SCED") shall mean MISO's market-based mechanism for managing congestion on the Transmission System using Locational Marginal Pricing pursuant to the provisions in Module C of the MISO Tariff.

"Effective Date" shall be as defined in Section 9.1 hereof.

"Energy and Operating Reserves Market" shall mean collectively the Real-Time and Day-Ahead Energy Markets and the Operating Reserves Market as provided pursuant to Module C of the MISO Tariff as administered by MISO.

"FERC" shall mean the Federal Energy Regulatory Commission, or a successor agency.

"Financial Transmission Right(s)" ("FTR") shall mean a financial instrument that entitles the holder to receive compensation for or requires the holder to pay certain congestion related transmission charges that arise when the MISO Transmission System is congested and differences in LMPs result for the redispatch of resources out of economic merit order to relieve the congestion.

"FPA" shall mean the Federal Power Act, 16 U.S.C. § 791, *et seq.*

“Funds Trust Agreement” shall mean the Funds Trust Agreement among JP Morgan Chase Bank N.A., Midwest Independent Transmission System Operator, Inc., and the Beneficiaries, as may be amended from time to time, under which agreement a trust is established and maintained for the receipt and distribution of revenues resulting from the provision of transmission service under the MISO Tariff.

“Generation Resource” shall mean an electricity producing facility, with the appropriate metering facilities and ability to comply with MISO’s dispatch instructions, capable of supplying energy, capacity and/or ancillary services.

“Integrated Transmission System” shall be as defined in the O&T Agreement.

“Local Balancing Authority” shall mean 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 the Amended Balancing Authority Agreement for its local area within the Midwest ISO Balancing Authority Area; (ii) a Party to the Amended Balancing Authority Agreement, excluding MISO, and (iii) shown in Appendix A to the Amended Balancing Authority Agreement.

“Locational Marginal Price” or “LMP” shall mean the market clearing price for energy at a given commercial node in the Transmission Provider Region which shall be equivalent to the marginal cost of serving demand at the commercial node.

“Market Participant” shall mean an entity that (i) has successfully completed the registration process with MISO and is qualified by MISO as a Market Participant, (ii) is financially responsible to MISO for all of its market activities and obligations, and (iii) has demonstrated the capability to participate in its relevant market activities.

“Member” shall mean a member of MISO, as defined in the MISO Agreement.

“MISO” shall mean the Midcontinent Independent System Operator, Inc., or any successor organization.

“MISO Agreement” shall mean the Agreement of Transmission Facilities Owners to Organize

The Midwest Independent Transmission System Operator Inc., a Delaware Non-Stock Corporation, as may be amended from time to time.

"MISO Plan" or **"MTEP"** shall mean the regional transmission expansion plan developed by MISO as referred to in Appendix B of the MISO Agreement.

"MISO Tariff" shall mean MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff on file with FERC, or a successor tariff, as may be amended from time to time.

"MISO Transmission System" shall mean the: (1) transmission facilities that have been conveyed to the operational control of MISO and (2) transmission facilities that are subject to an Agency Agreement under the MISO Tariff, and which are used to provide Transmission Service under Module B of the MISO Tariff.

"NAESB" shall mean the North American Energy Standards Board, or its successor.

"NERC" shall mean the North American Electric Reliability Corporation, or its successor.

"OASIS" shall mean the Open Access Same Time Information System referred to in Part 37 of the FERC's regulations as amended from time to time.

"Operating Guide" shall mean a written set of operating practices that affect the Combined Systems to be followed for transmission and generation operation, including implementing procedures, actions, and sequences of actions to be taken to maintain operations within operating reliability criteria.

"O&T Agreement" shall mean the Operating and Transmission Agreement originally between Iowa Electric Light and Power Company and CIPCO, executed February 21, 1991, as amended. The O&T Agreement also is referred herein as GFA 16.

"Owner" shall mean a transmission-owning Member of MISO, as defined in the MISO Agreement.

“Planning Coordination Services” shall mean the Services provided to CIPCO by MISO pursuant to Sections 2.2 and 2.3 of this Agreement.

“Reciprocal Coordinated Flowgate” (“RCF”) shall mean a Coordinated Flowgate with respect to which a reciprocal agreement has been written and to which apply reciprocal coordination procedures. An RCF is either (1) a Coordinated Flowgate affected by the transmission of energy by both Parties, or by both Parties and one or more other Reciprocal Entities, or (2) a Flowgate which both Parties mutually agree should be a Reciprocal Coordinated Flowgate, and for which reciprocal coordination will occur. An RCF may be under the operational control of one of the Parties, or may be under the operational control of a third party Reciprocal Entity.

“Reciprocal Entity” shall mean an entity that coordinates the future-looking management of flowgate capacity in accordance with a reciprocal agreement, pursuant to the MISO Congestion Management Process approved by the FERC.

“Regional Entity” shall be as defined in 18 C.F.R. § 39.1, as such definition may be amended by FERC from time to time.

“Reliability Coordination Services” shall mean the Services provided to CIPCO by MISO pursuant to Section 2.4 of this Agreement.

“Reliability Coordinator” shall mean the entity responsible for monitoring and emergency response functions for transmission facilities comprising the Bulk Electric System, as required by NERC reliability standards.

“Reliability Standard” shall be as defined in 18 C.F.R. § 39.1, as such definition may be amended by FERC from time to time.

“Services” shall mean the services provided by MISO as set forth in Article II hereof.

“Settlement Agreement” shall be as defined in Section 4.4 hereof.

“Survival Term” shall be as defined in Section 9.1.

“Tariff Administration Services” shall mean the Services provided to CIPCO by MISO pursuant to Section 2.1 of this Agreement.

“Tariff Interest Rate” shall mean the rate of interest set forth in the MISO Tariff for amounts held in escrow pending the resolution of disputed payments.

“Transmission Customer” shall mean a customer receiving point-to-point transmission service or network integration transmission service under the CIPCO Tariff or the MISO Tariff.

“Transmission Provider Region” shall mean the transmission system, load and Generation Resources interconnected to the MISO Transmission System that: (i) function as a centrally coordinated system and (ii) operate, subject to the single set of dispatch instructions determined and issued by MISO.

“Transmission Service” shall mean all forms of transmission service available under the CIPCO Tariff or the MISO Tariff, including point-to-point transmission service and network integration transmission service.

“Zone” shall mean the transmission service rate zones referred to in Schedules 7, 8 and 9 of the MISO Tariff.

II. SERVICES TO BE PROVIDED BY MISO

CIPCO agrees to retain MISO as an independent contractor to provide certain Services and grants to MISO the necessary authority to perform said Services, and MISO agrees to provide said Services on the terms and conditions set forth herein, and in compliance with the CIPCO Tariff, applicable FERC regulations and the standards and practices of NERC, any applicable Regional Entity, and NAESB, as such standards and practice may be amended from time to time.

2.1 **Tariff Administration Services.** MISO will perform the following Tariff Administration Services for transactions governed by the CIPCO Tariff, which shall be paid by CIPCO as set forth in Appendix B hereof:

2.1.1 MISO will establish an OASIS web page on the MISO OASIS for Transmission

Service under the CIPCO Tariff and will post on that web page available transmission capability calculations for the CIPCO Transmission Facilities based on information provided by CIPCO. MISO shall calculate the components of available transmission capability for the CIPCO Transmission Facilities as set forth in Section 2.1.4 hereof. MISO will cooperate with CIPCO, or agents of CIPCO, to provide and annually update CIPCO's Available Transmission Capacity Implementation Document ("ATCID") in conformance with NERC and NAESB standards for CIPCO's review and OASIS posting.

- 2.1.2 MISO will post other information regarding Transmission Service over the CIPCO Transmission Facilities on the MISO OASIS, based on information submitted by CIPCO, in order to provide all Transmission Customers with comparable information regarding Transmission Service over the CIPCO Transmission Facilities, and the Combined Systems.
- 2.1.3 Upon CIPCO's request, MISO will collect and provide CIPCO with Transmission Service transaction information for the CIPCO Transmission Facilities posted on the CIPCO OASIS web page of the MISO OASIS, except that MISO shall not be required to retain such information for a period longer than that required by FERC regulations for similar transactions on the MISO Transmission System.
- 2.1.4 MISO shall calculate the components of available transmission capability for the CIPCO Transmission Facilities in accordance with NERC and NAESB requirements and any regional reliability requirements binding on CIPCO by way of contract or legislation. CIPCO shall provide MISO with all information and data to perform this task as its delegate. CIPCO shall remain responsible for all NERC compliance requirements and penalties associated with the calculation of available transmission capability.
- 2.1.5 As agent for CIPCO, MISO will evaluate, process, and approve all requests for point-to-point and network integration transmission service under the CIPCO Tariff on the CIPCO OASIS web page of the MISO OASIS. MISO's delegated authority under this Agreement shall include the authority to approve Transmission Service requests on the CIPCO Transmission Facilities, and the Combined Systems, in a manner comparable to Transmission Service offered

under the MISO Tariff, provided that the MISO shall not be deemed the NERC Transmission Service Provider with respect to the CIPCO Transmission Facilities. MISO's authority under this Agreement shall not include: conducting system impact studies or facilities studies with respect to interconnection and transmission service requests originating on the CIPCO Transmission Facilities, or arranging for any network upgrades or direct assignment facilities to be constructed in the CIPCO Zone.

2.1.6 MISO will coordinate System Impact Studies and Facilities Studies conducted by MISO with those conducted by CIPCO for Transmission Service requests over the Combined Systems.

2.1.7 MISO will provide administration of Transmission Service transactions under the CIPCO Tariff. MISO will determine and invoice Transmission Customers for monies owing to CIPCO for Transmission Service under the CIPCO Tariff for transactions that require Transmission Service under the CIPCO Tariff but not the MISO Tariff. Transmission Service reservations under the CIPCO Tariff in effect prior to the effective date of the Agreement shall continue to be invoiced by CIPCO.

2.1.8 MISO may perform other Services on a time and materials basis, as mutually agreed to by CIPCO and MISO in writing. The hourly rate for such services shall be the same hourly rate for full time employees indicated in Appendix B.

2.2 **Planning Coordination Services.** MISO shall perform and provide all services related to MISO being designated as CIPCO's Planning Coordinator and acting as Planning Coordinator for CIPCO pursuant to, and as defined in, NERC Reliability Standards currently in effect and as amended from time to time, and any regional Reliability Standards that may be approved during the term of this Agreement. Such Planning Coordination Services shall be paid by CIPCO as set forth in Appendix C hereof and shall include, but are not limited to, the following:

2.2.1 identifying for submission by CIPCO the data and information necessary for MISO to act as CIPCO's Planning Coordinator;

- 2.2.2 obtaining from other interconnected entities such data and information as may be needed by MISO to perform its duties as CIPCO's Planning Coordinator;
 - 2.2.3 conducting (or causing to be conducted) all transmission system analyses, studies, and assessments as may be necessary or appropriate in the performance of its duties as the Planning Coordinator for those CIPCO facilities that are part of the Bulk Electric System and conveying the results of such analyses, studies, and assessments to CIPCO;
 - 2.2.4 interacting as necessary with NERC, a Regional Entity, FERC, or other entities or agencies in its capacity as Planning Coordinator for those CIPCO facilities that are part of the Bulk Electric System; and
 - 2.2.5 coordinating with CIPCO, or with another entity that CIPCO may employ as its contractor for planning purposes, to perform any and all required studies and make such study results available to CIPCO, Regional Entities, or NERC as may be required of the Planning Coordinator by the applicable NERC Reliability Standards (including, but not limited to, the TPL Standards) or in response to a request by CIPCO, a Regional Entity, or NERC.
- 2.3 In the performance of the Planning Coordination Services listed in Section 2.2, MISO will integrate CIPCO's planning studies into the next available MTEP reliability analysis process and schedules as described in the MISO Transmission Planning Business Practices as they may be amended from time to time. CIPCO will coordinate with, and participate in, the MISO MTEP reliability analysis and conform to the MTEP process schedules as necessary to integrate the CIPCO area reliability studies into the MTEP process. The Parties agree that the Planning Coordination Services described in Sections 2.2 and 2.3 hereof will meet their mutual obligations with regard to regional planning coordination under applicable FERC orders and regulations.

- 2.3.1. MISO shall collaborate with CIPCO in the development of corrective plans if assessment results indicate an inability of the Bulk Electric System to perform as prescribed in the NERC defined TPL Standards, and will conduct additional studies to support the proposed corrective plans as may be required to comply with the applicable TPL Standards. It shall be the sole responsibility of CIPCO to make a good faith effort to design, certify, and construct facilities identified by any corrective plans as may be required in compliance with all applicable NERC Reliability Standards.
- 2.3.2 Nothing in Section 2.2 and Section 2.3 of this Agreement shall obligate CIPCO to expand its transmission system on the basis of the MISO planning process, or subject CIPCO to any costs associated with the planning and expansion of the MISO Transmission System. Generation Resources seeking to connect to the CIPCO Transmission Facilities will not be governed by the Generator Interconnection Procedures of the MISO Tariff, but must comply in all respects with the terms and conditions of the CIPCO Tariff. CIPCO is and will remain solely responsible for the planning and expansion, and the funding of any expansions of, the CIPCO Transmission Facilities as set forth in the CIPCO Tariff and any applicable business practices.
- 2.3.3 CIPCO and MISO each will notify the other if a generator interconnection request, or a request for Transmission Service, reasonably appears to have an impact on the other party's transmission facilities, *i.e.*, the CIPCO Transmission Facilities or the MISO Transmission System. If the other party's system requires transmission upgrades to accommodate the customer's request for service or interconnection, the party receiving the request shall inform the applicant of the upgrades determined to be necessary. It shall be the obligation of the customer or generator requesting service to arrange the construction and financing of the upgrades with the affected party (*i.e.*, CIPCO or MISO).

- 2.4 **Reliability Coordination Services.** MISO will act as the Reliability Coordinator for the CIPCO Transmission Facilities that are a part of the Bulk Electric System facilities operated by ITC Midwest and MidAmerican Energy Company, in accordance with the terms and conditions set forth in Module F, Part I of the MISO Tariff. CIPCO shall execute a MISO Service Agreement KK-1 for Reliability Coordination Service for that portion of its transmission facilities, and the Transmission Operator and Local Balancing Authority shall provide MISO with all data necessary to perform the duties of Reliability Coordinator for the CIPCO Transmission Facilities.
- 2.5 MISO shall not be deemed to be an employee of CIPCO for any purpose. MISO shall have full discretion as to the manner of providing the Services specified herein, provided that MISO acts in compliance with the provisions of this Agreement, the Funds Trust Agreement, the MISO Agreement, the MISO Tariff, the CIPCO Tariff, and applicable laws and regulations.
- 2.6 Nothing in this Agreement shall in any way require CIPCO to apply for membership in MISO as an Owner, although CIPCO reserves the right to do so pursuant to the applicable terms and conditions of the MISO Tariff and the MISO Agreement. Notwithstanding the foregoing, if CIPCO fully integrates its transmission facilities with the MISO Transmission System during the initial term of this Agreement, all monthly payments reflected in Appendix B to recover setup costs for the Services under this Agreement shall be refunded to CIPCO within sixty (60) days of such integration, and there shall be no additional setup charges to integrate CIPCO as an Owner.

III. OBLIGATIONS OF CIPCO, IPL AND ITC MIDWEST

- 3.1 To the extent requested by a Transmission Customer taking service under the CIPCO Tariff, CIPCO shall offer to provide ancillary services pursuant to the provisions of the CIPCO Tariff. To the maximum extent permitted by the laws, regulations and contracts applicable to CIPCO's operations, all such services will be provided and offered under rates, terms and conditions that are consistent with FERC requirements. CIPCO shall not be required to continue offering these services if FERC no longer requires a utility operating as a transmission provider to offer them.

- 3.2 Only CIPCO facilities classified as booked transmission, and which are comparable to the ITC Midwest booked transmission facilities with which they are integrated, shall be included as the CIPCO Transmission Facilities listed in Appendix A.
- 3.3 To facilitate MISO's invoicing for services as set forth in Section 2.1.7 of this Agreement, CIPCO shall provide MISO with invoicing and payment instructions for service under the CIPCO Tariff, and directions for electronic funds transfers or other payment methods desired by CIPCO. Prior to commencement of the Tariff Administration Services under this Agreement, CIPCO will provide MISO with a list of approved customers, including the NERC ID of each customer meeting the eligibility and credit requirements of CIPCO's tariff. CIPCO will update this list as required to indicate additions and deletions of approved transmission customers. MISO will notify CIPCO if a request for Transmission Service is made by a customer not on the pre-approved list, to obtain direction from CIPCO. In the event of delayed payment or non-payment, CIPCO will direct MISO with regard to continuation or termination of Transmission Service of the delinquent customer. CIPCO will be solely responsible for the collection of unpaid obligations arising under the CIPCO Tariff, or the pursuit of other remedies available to CIPCO under the CIPCO Tariff, or at law.
- 3.4 To facilitate MISO's billing, collection and distribution of monies as set forth in Article IV and Article V of this Agreement for service under the MISO Tariff, CIPCO shall provide ITC Midwest with directions for electronic funds transfers to CIPCO of any funds remitted to the Trustee of the Funds Trust Agreement. ITC Midwest shall distribute any such funds to CIPCO as set forth in Section 5.2.
- 3.5 CIPCO shall provide, or require the Local Balancing Authority and the Transmission Operator of the CIPCO Transmission Facilities to provide, to MISO all such information as is reasonably necessary for MISO to provide the Services specified herein, including services for Reliability Coordination. To the extent IPL is the Local Balancing Authority for the CIPCO load and generation, IPL agrees to cooperate with CIPCO to ensure that such information is provided to MISO. To the extent ITC Midwest operates the CIPCO Transmission Facilities (or any portion thereof), ITC Midwest agrees to cooperate with CIPCO to ensure that such information is provided to MISO. For Services under this Agreement, the information required by MISO includes, but is not limited to, the

following:

- 3.5.1 transmission-related Operating Guides;
 - 3.5.2 information regarding the ratings of all transmission facilities, including methods by which the ratings of equipment are determined;
 - 3.5.3 schedules for planned outages and the status of forced outages of the CIPCO Transmission Facilities and any generation facilities connected to those facilities where any such outage would affect transfer capability on the Combined Systems;
 - 3.5.4 information regarding the operation of the CIPCO Transmission Facilities, including, but not limited to, information relating to all breakers, switches, capacitor banks, reactors, phase shifters, and flows;
 - 3.5.5 transmission planning information for the CIPCO Transmission Facilities that has an impact on Transmission Service over the Combined Systems;
 - 3.5.6 timely notice of any applications for network integration transmission service under the CIPCO Tariff and the time of receipt of said application(s); and
 - 3.5.7 any additional information requested by MISO for the operation of the MISO's Energy and Operating Reserve Markets.
- 3.6 ITC Midwest agrees to cooperate with MISO, as CIPCO's agent, in the development of available transmission capability components and derivation of available transmission capability values for posting.

IV. TRANSMISSION SERVICE AVAILABILITY AND PRICING

- 4.1 It is a continuing condition of this Agreement that CIPCO and any of its power marketing affiliates shall be entitled to all forms of Transmission Service available under the MISO Tariff and that all MISO Members, Coordinating Members, and Eligible Customers under the MISO Tariff shall be entitled to all forms of Transmission Service available

under the CIPCO Tariff. Failure of this condition to be fulfilled, for reasons other than as specified in Section 9.4 of this Agreement, shall result in the immediate termination of this Agreement.

- 4.2 The Parties agree that the Transmission Service rates for Point-to-Point Transmission Service and Network Integration Transmission Service under the MISO Tariff involving Transmission Service from a generation source inside or outside the MISO Tariff Zone to load in the ITC Midwest Zone, or the Zone of another MISO Owner, shall be the zonal rate set forth in the MISO Tariff for the ITC Midwest Zone or the Zone of such other MISO Owner. The Transmission Service charge methodology for such transactions shall be in accordance with Appendix C of the MISO Agreement. MISO will invoice Transmission Customers taking service under the MISO Tariff as set forth therein.
- 4.3 The Parties agree that the Transmission Service rates for point-to-point and network integration transmission service under the CIPCO Tariff involving transmission service from a generation source inside or outside the CIPCO Tariff Zone to load in the CIPCO Zone shall be the applicable CIPCO Tariff rate. CIPCO will invoice existing Transmission Customers taking service under the CIPCO Tariff. MISO will invoice new Transmission Customers taking service under the CIPCO Tariff on and after the effective date of this Agreement, as set forth in Section 2.1.7. Nothing in this Agreement changes any existing obligations due pursuant to the CIPCO Tariff.
- 4.4 Notwithstanding the provisions of Section 4.2 and Section 4.3 of this Agreement, the Parties agree that certain customers that may acquire Transmission Service reservations under the MISO Tariff subsequent to the effective date of this Agreement may need to use the CIPCO Transmission Facilities to complete their source-to-sink path, as such use is determined pursuant to Sections 4.5, 4.6, 4.7, and 4.8 of this Agreement, and will therefore be required to pay CIPCO for use of the CIPCO Transmission Facilities in connection with Transmission Service, as set forth in Section 4.11. Such customers will be listed and posted in a notice which will be updated on a regular basis, at least annually,

on the MISO OASIS. Any such payment to CIPCO does not in any way change or affect the obligation of a MISO Tariff Customer to pay any applicable MISO Tariff rate for use of facilities included under the MISO Tariff. Notwithstanding the foregoing, the Parties agree that certain Resale Power Group of Iowa (“RPGI”) and WPPI Energy Inc. (“WPPI”) loads covered by the Settlement Agreement in Docket Nos. EL10-68, ER11-2715 and EL09-71, dated February 1, 2012 (“Settlement Agreement”), known as the “RPGI/WPPI Entities” as defined in the Settlement Agreement, shall not be subject to the provisions of this Section 4.4 and Sections 4.3, 4.5, 4.6, 4.7, 4.8 and 4.11 of this Agreement, so long as the payment obligations of RPGI and WPPI under the Settlement Agreement are satisfied and the RPGI/WPPI Entities continue to be responsible for all applicable rates and charges under the MISO Tariff. In the event that the respective payment obligations of RPGI or WPPI, or both, to CIPCO under the Settlement Agreement are not satisfied, CIPCO reserves all rights under law to institute an appropriate court action to recover any remaining balance from the defaulting party. In the event that CIPCO, following notice of nonpayment to RPGI or WPPI or their respective members, as appropriate (such notice being sent to the addressees identified per the Settlement Agreement), and failure of the non-paying entity or entities to cure such nonpayment within 45 days of the notice of nonpayment, deems the unsatisfied payment obligation to be uncollectible, then the protection against any otherwise applicable charges attributable to the use of the CIPCO Transmission Facilities under this Agreement and the Settlement Agreement shall no longer be effective as to the defaulting entity(ies) and its members, and CIPCO and MISO shall follow the procedures set forth in this Agreement and the MISO Tariff to determine and invoice transmission service charges that will apply to the defaulting entity and/or its members.

- 4.5 Upon FERC acceptance of this Agreement, MISO will notify CIPCO of all pending, future, and new MISO customer requests for Transmission Service, including Point-to-Point Transmission Service and Network Integration Transmission Service, that have a source or sink in the transmission system of an Owner that is interconnected with the

CIPCO Zone, so that a determination as to the use of the CIPCO Transmission Facilities may be made.

- 4.5.1 Although generation resources in MISO do not typically reserve Transmission Service as a Transmission Customer, MISO will notify CIPCO of requests for generation interconnection service, including both Network Resource Interconnection Service and Energy Resource Interconnection Service, that have a sink in an Owner's Zone contiguous to the CIPCO Transmission Facilities so that a determination as to the use of CIPCO Transmission Facilities may be made. If a generation resource reserves Transmission Service under the MISO Tariff that sources and sinks in MISO, and requires the use of the CIPCO Transmission Facilities as determined pursuant to Sections 4.6, 4.7, and 4.8 of this Agreement, the rate for such service shall be the same rate charged to other Transmission Customers pursuant to this Agreement, including any applicable charges under Section 4.11 hereof.
- 4.6 MISO and CIPCO will determine whether the CIPCO Transmission Facilities are used by MISO Tariff Customers based on a contract path methodology which consists of evaluating the path of power flow from the ultimate source to the ultimate sink. Under this contract path methodology, a MISO Tariff Customer will be deemed to use CIPCO Transmission Facilities if it cannot deliver energy but for the presence of the CIPCO Transmission Facilities under normal operating conditions (*i.e.*, during other than maintenance or outage conditions). If the CIPCO Transmission Facilities are deemed to be used as set forth herein under normal operating conditions, the MISO Tariff Customer will be required to pay for service as set forth in Section 4.11 of this Agreement. For clarity, this includes MISO Tariff Customers that may or may not be directly connected to the CIPCO Transmission Facilities, but whose Transmission Service requires the use of the CIPCO Transmission Facilities, as set forth in this section, provided that no compensation shall be due to CIPCO or to MISO under this Agreement for parallel flows over their respective facilities.

4.7 Within ten (10) business days of receiving MISO's notification under Section 4.5 hereof, CIPCO will make the initial determination as to whether a MISO Tariff Customer uses, or will use, within the meaning of Section 4.6 of this Agreement, the CIPCO Transmission Facilities, and will convey the results of its initial determination, and all supporting analyses and data, to MISO for mutual agreement. If CIPCO and MISO agree that the CIPCO Transmission Facilities are used or will be used, MISO will post the mutually agreed results on its OASIS within ten (10) business days of receiving CIPCO's initial determination, and the affected MISO Tariff Customer will be required to secure and pay for Transmission Service as set forth in this Agreement and in accordance with the applicable terms and conditions of the MISO Tariff and the CIPCO Tariff. To the extent the affected Tariff Customer disagrees with the mutually agreed results as posted on the MISO OASIS, it may file a complaint with FERC under Section 206 of the FPA. A determination by the FERC regarding the use of the CIPCO Transmission Facilities by the affected MISO Tariff Customer, as set forth herein, shall be final and binding, subject to Section 313 of the FPA, and shall control the obligations of the Parties, and of the affected MISO Tariff Customer.

4.7.1 Upon FERC acceptance of this Agreement, MISO will amend its Business Practices Manual to provide that MISO will post a notice stating that unless CIPCO notifies MISO that it has approved service over its facilities with respect to which the "use" determination under this Section 4.7 has been made, MISO will provide Transmission Service only over the MISO Transmission System to the point of interconnection with the CIPCO Transmission Facilities.

4.8 If MISO and CIPCO are unable to agree, within the time period set forth in section 4.7 hereof, on whether the CIPCO Transmission Facilities are used, or will be used, the Transmission Service shall commence on the requested date with payment due as set forth in Section 4.11 hereof, pending resolution pursuant to the dispute resolution process set forth in Article XIV of this Agreement. Until the dispute is resolved, the proceeds

from the CIPCO Tariff rate for use of the CIPCO Transmission Facilities collected pursuant to Section 4.11 that would normally be remitted to CIPCO shall be held in escrow by MISO. If CIPCO prevails, MISO shall remit the disputed amount plus the Tariff Interest Rate in the next monthly settlement for Transmission Service in accordance with Article V hereof. If CIPCO does not prevail, MISO shall refund the disputed amount plus the Tariff Interest Rate to the affected MISO Tariff Customer as a credit on its subsequent billings, or if service has terminated, by check or funds transfer to the MISO Tariff Customer.

- 4.9 CIPCO acknowledges the authority of MISO to grant Network Integration Transmission Service and Point-to-Point Transmission Service under the MISO Tariff, over and through the integrated CIPCO Transmission Facilities subject to the requirements stated in Article IV and any other applicable terms of this Agreement. Any network load that is a Transmission Customer under the MISO Tariff that is connected to the CIPCO Transmission Facilities shall be deemed to be physically interconnected with ITC Midwest or another Owner within the meaning of Section 31.3 of the MISO Tariff. MISO will also honor CIPCO NERC compliance criteria for impacts on CIPCO facilities when studying Transmission Service requests, generation interconnection requests, and for any ATC, AFC or related calculations affecting CIPCO facilities. For further clarity, the preceding sentence refers only to transmission service under the MISO Tariff, and does not obligate MISO in any way to perform for CIPCO (or on its behalf) any services or CIPCO compliance activities related to, or required by, NERC's MOD Reliability Standards that are not otherwise required by this Agreement.
- 4.10 MISO and IPL acknowledge the obligation of IPL to provide certain Local Balancing Authority services to CIPCO, pursuant to the O&T Agreement, which is listed as GFA 16 in Attachment P of the MISO Tariff. All of CIPCO's loads and resources, or the CIPCO Transmission Facilities to which the load is connected, shall be directly interconnected with a MISO Transmission Owner to be connected to the MISO Transmission System for the purpose of allowing CIPCO to obtain the services provided by IPL under the O&T

Agreement. Nothing in this Agreement shall in any way change the right of CIPCO to continue to use GFA 16 transmission service for loads directly connected to the integrated CIPCO Transmission Facilities to receive energy from any Energy Resource or Network Resource within the MISO Transmission Provider Region, without reserving additional Transmission Service, to serve CIPCO's Network Load. MISO acknowledges that services provided to CIPCO under this Agreement and the O&T Agreement eliminate the need for CIPCO to take Interconnected Operations and Congestion Management Service under Module F, Part II of the MISO Tariff.

- 4.10.1 For Local Balancing Authority services provided under the O&T Agreement to CIPCO loads and resources, if any, that are not connected to the CIPCO Transmission Facilities integrated with the facilities of ITC Midwest, or which are not otherwise directly connected to the MISO Transmission System, IPL shall make arrangements to pseudo-tie such load and resources into the MISO Balancing Authority Area. Such load and resources shall be counted as IPL load and resources for the purpose of determining IPL's compliance with the applicable resource adequacy requirements of the MISO Tariff.
- 4.11 Concurrently with the filing of this Agreement at FERC, MISO will file revisions to Schedules 7, 8, and 9 of the MISO Tariff which shall include provisions reflecting the terms of this Section 4.11. Any MISO Tariff Customer that has been determined to use the CIPCO Transmission Facilities pursuant to the process set forth in Sections 4.6, 4.7 and 4.8 hereof shall be required to pay for service pursuant to the terms set forth under this Section 4.11 and MISO Tariff Schedules 7, 8, and 9. The amount due by any such MISO Tariff Customer shall include the applicable Transmission Service charge under the CIPCO Tariff. MISO shall include this charge in the affected Tariff Customer's Transmission Service invoice, which shall be subject to all applicable billing, payment and remedies provisions of the MISO Tariff, including, without limitation, Section 7 and Attachment L of the MISO Tariff. In the event of non-payment by the affected Tariff Customer of this charge (or any portion thereof), MISO shall have recourse to all

remedies and procedures provided under the MISO Tariff for non-payment by Tariff Customers. Notwithstanding the foregoing, nothing in this Agreement shall in any way change, affect or diminish the obligation of any such MISO Tariff Customer to pay any applicable zonal rate or other charge that is due under the MISO Tariff. For purposes of developing payments under this Section 4.11, CIPCO shall calculate the CIPCO Tariff rates for point-to-point transmission service and network integration transmission service by using MISO's Attachment O template for RUS cooperatives. CIPCO will follow all terms and provisions of the Attachment O template and will not deviate from the provisions of the standard non-levelized RUS Attachment O template nor utilize a forward looking Attachment O template unless such changes are first approved by the FERC.

- 4.11.1 CIPCO's Attachment O rate calculation will include only the CIPCO Transmission Facilities (for both asset costs and expenses) and CIPCO native load as well as third party load as determined under Sections 4.6, 4.7 and 4.8 of this Agreement.
- 4.11.2 CIPCO will follow all terms and provisions of the MISO Tariff including Schedules 7, 8, and 9 to the extent they relate to the charges for service provided for in this Section 4.11. MISO will include the CIPCO Tariff rate in the Attachment O file that is posted to the MISO web site. MISO will include the charges provided for in this Section 4.11 in the OASIS rate postings.
- 4.11.3 On or before May 1 of each year CIPCO will provide MISO its updated Attachment O rate calculation and a letter certifying that the CIPCO Tariff rate has been calculated properly and in accordance with the provisions of the Attachment O template and this Section 4.11. The letter will be signed by CIPCO's Chief Executive Officer.

- 4.11.4 CIPCO will not participate in MISO's through-and-out revenues. The CIPCO revenue requirement and corresponding load (if applicable) will not be included in the calculation of the MISO's through-and-out rate. Nothing in this Agreement or in this Section 4.11.4 shall be interpreted as amending the contractual requirements between CIPCO and ITC Midwest as stated in the O&T Agreement with regard to the allocation of revenues, costs, and expenses.
- 4.12 Nothing contained in this Agreement shall be construed to prohibit CIPCO from increasing or discounting the rate to be charged under the CIPCO Tariff, from implementing transmission service credits, from making any other modifications to the rates to be charged under the CIPCO Tariff, or from entering into non-conforming service agreements with its transmission customers. The Parties acknowledge that CIPCO is not subject to the authority of the FERC with regard to the rates, terms and conditions of service contained in the CIPCO Tariff. This Section 4.12 shall not affect the obligations of CIPCO with regard to the timing or methodology of the Attachment O calculation described in Section 4.11, to determine the charges under Section 4.11.
- 4.13 Notwithstanding the provisions of Article IV of this Agreement, the Parties agree that nothing in this Agreement shall abrogate or supersede the rights and obligations of the parties to the O&T Agreement pursuant to Section 5.14 of the O&T Agreement, as the O&T Agreement may be amended by the Settlement Agreement in Docket Nos. EL10-68, ER11-2715 and EL09-71 and accepted by FERC.

V. TRANSMISSION REVENUE DISTRIBUTION

- 5.1 MISO shall provide CIPCO with Transmission Service data each month sufficient for CIPCO to validate charges to Transmission Customers taking service under the CIPCO Tariff.
- 5.2 Pursuant to the MISO Agreement, MISO remits to Owners all transmission revenues for Transmission Service administered by MISO under the MISO Tariff for Point-to-Point Transmission Service and Network Integration Transmission Service, in accordance with the provisions of the Funds Trust Agreement. Accordingly, MISO shall remit any charges collected pursuant to Section 4.11 hereof to ITC Midwest. CIPCO agrees that

MISO shall be deemed to have discharged fully its obligation under this Agreement to collect and distribute any revenue associated with the charges under Section 4.11, or any other charges that may be due to CIPCO, as long as MISO follows the applicable revenue collection and distribution procedures set forth in the MISO Agreement, the Funds Trust Agreement and the MISO Tariff.

5.2.1 ITC Midwest shall remit to CIPCO the CIPCO revenues collected by MISO for the use of the CIPCO Transmission Facilities pursuant to Section 4.11 hereof. If necessary, ITC Midwest and CIPCO may enter into a separate agreement for the pass-through of these revenues.

5.2.2 MISO shall provide CIPCO and ITC Midwest with monthly invoicing information sufficient to audit Transmission Service transactions deemed to have used the CIPCO Transmission Facilities and to allow CIPCO to track the charges collected pursuant to Section 4.11 and remitted to ITC Midwest.

VI. COORDINATION OF CONGESTION MANAGEMENT

6.1 The Parties acknowledge that, unlike the MISO Tariff, the CIPCO Tariff will not be revised to include congestion charges based on Locational Marginal Pricing or to make available Financial Transmission Rights.

6.2 As set forth in Section 4.10 of this Agreement, loads subject to the O&T Agreement in the CIPCO Zone will be balanced as if such loads were served by IPL, and resources subject to the O&T Agreement in the CIPCO Zone will be dispatched by the MISO Security Constrained Economic Dispatch as if such resources were owned or controlled by IPL. IPL shall be billed all applicable charges under the MISO Tariff for such combined load, provided, that the provisions of Section 4.10 and this Section 6.2 shall terminate on the same date and time that the obligation of IPL to jointly balance load and resources under the O&T Agreement terminates.

- 6.3 MISO will not employ economic redispatch of generation facilities as a congestion management mechanism available to transmission customers under the CIPCO Tariff in order to reduce or eliminate congestion, unless in the sole opinion of MISO the integrated nature of the Combined Systems prevents the efficient use of Transmission Loading Relief (“TLR”) to resolve the constraints.
- 6.3.1 To implement TLR obligations, or other congestion management, required for transactions described in Section 6.3, MISO shall model and identify flows over the CIPCO Transmission Facilities in order to monitor congestion on the CIPCO Transmission Facilities caused by flows from the MISO Transmission System, the Combined Systems, and the transmission systems of Reciprocal Entities, and may create NERC flowgates on the CIPCO Transmission Facilities or make necessary changes to the Interchange Distribution Calculator to implement TLRs on the CIPCO Transmission Facilities
- 6.4 In order to coordinate the MISO’s use of economic redispatch for the relief of congestion on the Combined Systems with the congestion management procedures of Reciprocal Entities, MISO will offer to enter into a Service Agreement KK-2 Interconnected Operations and Congestion Management Service under the MISO Tariff with Transmission System Operators adjoining the CIPCO Zone that are not MISO Owners.

VII. COMPENSATION FOR SERVICES

- 7.1 MISO’s costs of providing the Services shall be:
- 7.1.1 For Tariff Administration Services, CIPCO shall pay the monthly charge set forth in Appendix B to this Agreement.
- 7.1.2 For Planning Coordination Services, CIPCO shall pay the monthly charge set forth in Appendix C to this Agreement.
- 7.1.3 For Reliability Coordination Services, CIPCO shall pay a monthly charge as set forth in Schedule 31 of the MISO Tariff, provided that, as set forth in Schedule 31, to the extent that all CIPCO load pays the MISO Schedule 10 charge through other arrangements, there shall be no additional charge for Reliability

Coordination Services under this Agreement. Schedule 31 charges, if any, shall be combined with other charges due under the Tariff and reflected on the monthly invoice for all Tariff services.

- 7.1.4 Except for charges paid by IPL pursuant to Section 6.2 of this Agreement, CIPCO shall pay the MISO such sums as may be required for transmission and ancillary services and for energy market transactions under the MISO Tariff on the same terms and conditions as other Transmission Customers and Market Participants under the MISO Tariff.
- 7.2 Payment of amounts due MISO pursuant to Section 7.1.1, 7.1.2, and 7.1.3 hereof shall be considered full and sufficient compensation to MISO for performing the Services.
- 7.3 Payment of the charges set forth in Sections 7.1.1 and 7.1.2 to MISO shall be made by electronic funds transfer to the depository indicated by MISO within seven (7) business days of receiving MISO's invoice for such services. Payment of the charges set forth in Sections 7.1.3 and 7.1.4 to MISO shall be made as set forth in the MISO Tariff.
- 7.4 This Agreement does not require payments to be made by CIPCO to any Party other than MISO, nor does this Agreement require payment from any other Party to CIPCO or MISO, except to the extent required to implement the revenue distribution provisions of Article V.
- 7.5 The charges set forth in Appendix B and Appendix C shall not be amended during the initial five (5) year term of this Agreement. If MISO, at least ninety (90) days prior to the expiration of the initial, or any successive term, proposes an increase in such charges to take effect in the next renewal term, CIPCO shall have the option of terminating this Agreement within ninety (90) days of receiving notice of an increase in such charges, notwithstanding any other restriction on the notice required to effect termination. If CIPCO does not provide written notice of termination, the new charges shall become effective upon the first date of the next successive term and remain in effect for the duration of that term.

VIII. COORDINATING COMMITTEE

- 8.1 A Coordinating Committee is hereby established. This Coordinating Committee shall only administer this Agreement and shall not be used as a mechanism to effect changes in the Agreement that would have cost consequences.
- 8.2 Each Party to this Agreement shall appoint one member to the Coordinating Committee and each Party shall pay the expenses of its member on the Coordinating Committee.
- 8.3 A Party's Coordinating Committee representative shall be a person of reasonable competency and with such authority as to uphold the decisions made.
- 8.4 The Coordinating Committee need not schedule regular meetings, but shall meet upon the request of any Party, and may meet by teleconference by unanimous consent.
- 8.5 The Coordinating Committee shall be responsible for:
- a) developing procedures for the implementation of the operating and technical requirements of this Agreement;
 - b) any other matters referred to herein or necessary for implementation, administration or operation of this Agreement.
- 8.6 Decisions of the Coordinating Committee shall be unanimous.
- 8.7 All procedures and decisions of the Coordinating Committee shall be in writing and signed by the Coordinating Committee representatives and shall control the application and interpretation of this Agreement, but shall not be inconsistent with and shall not serve to contradict any terms or conditions of this Agreement or the tariffs of the Parties in effect at the time of such procedures or decisions being made or developed.

IX. EFFECTIVE DATE, TERM, TERMINATION AND FERC APPROVAL

- 9.1 Subject to Sections 4.1 and 9.2 hereof, this Agreement shall become effective as of the

effective date of the Settlement Agreement as defined therein (“Effective Date”); provided that the effective date for the Tariff Administration Service pursuant to Section 2.1 hereof shall be the later of: (i) the Effective Date, or (ii) November 1, 2012, or another date mutually agreeable to CIPCO and MISO once all software modifications have been implemented to provide this Service. The initial term of the Agreement shall be five (5) years from the Effective Date and it shall automatically renew for successive one (1) year terms thereafter unless a Party gives one (1) year prior written notice to other Parties of its intent to terminate the Agreement or discontinue any of the Services hereunder; provided that, during the first ten (10) years of the term of the Agreement, MISO shall not discontinue, without CIPCO’s prior written consent, the Services provided under Articles IV and V hereof (“Survival Term”). Notwithstanding the foregoing, this Agreement may be terminated at any time during its term due to: (a) a default by a Party in accordance with Article XII; (b) an order of the FERC terminating this Agreement; (c) termination pursuant to Sections 4.1, 7.5, 9.2 or 9.4; (d) an event of force majeure as set forth in Section 13.8; or (e) the integration of the CIPCO Transmission Facilities into the MISO Transmission System as the result of CIPCO becoming a transmission-owning Member of MISO.

- 9.1.1 MISO agrees that during the term of this Agreement, or thereafter if this Agreement is terminated as the result of CIPCO becoming a MISO Transmission Owner, it will not unilaterally seek to alter only the treatment available to CIPCO under the MISO Tariff with respect to carved-out grandfathered transmission service under GFAs listed on Attachment P of the MISO Tariff. To the extent that FERC orders MISO to change the treatment of GFAs which it administers, MISO agrees that it will treat CIPCO and any GFAs to which CIPCO is a party, including the O&T Agreement, on a non-discriminatory basis.
- 9.1.2 MISO agrees that during the term of this Agreement it will not unilaterally seek to alter the treatment of the CIPCO Transmission Facilities under the O&T Agreement or take actions that would have the effect of isolating the CIPCO Transmission Facilities, CIPCO loads and CIPCO generation resources from the systems of Owners that are interconnected to CIPCO. If ordered by FERC to take any actions that may have such effect, MISO agrees to treat CIPCO on a non-discriminatory basis.

- 9.1.3 Notwithstanding any other provision hereof excepting Section 9.1.1, in the event that this Agreement is terminated for any reason, MISO agrees not to unilaterally challenge the Carved-Out GFA status of the O&T Agreement (including for the duration of the Survival Term), and CIPCO authorizes MISO, with no claim against MISO for compensation, to approve Transmission Service under the MISO Tariff that may require the use of the CIPCO Transmission Facilities; provided, however, that CIPCO in no way shall be interpreted to have waived its rights to seek compensation from any entity other than MISO for such use of the CIPCO Transmission Facilities. The mutual obligations set forth in this Section 9.1.3 shall survive the termination of the Agreement.
- 9.2 This Agreement and the participation of the signatories thereto are subject to acceptance or approval by the FERC. In the event the FERC refuses to accept, in whole or in part, this Agreement, or directs modifications thereto that are deemed material by any Party in the sole judgment of that Party as communicated in writing to other Parties, then the Agreement shall not become effective, except that the Parties shall undertake, expeditiously and in good faith, to negotiate revisions or amendments to the Agreement that address the reasons for such FERC action. If despite such good faith negotiation, the Parties are unable to produce such revisions or amendments, then the Parties shall have no further obligations under this Agreement and it shall be deemed void *ab initio*, except that the Parties shall continue to be subject to the obligations set forth in Article XV.
- 9.3 The Parties agree to defend the terms and conditions stated herein if such terms are challenged at the FERC or in a court of competent jurisdiction. To the extent necessary, the Parties further agree to provide witnesses and documents to be utilized in defending and supporting before FERC, or in a court of competent jurisdiction, the terms and conditions stated herein. If an order of a court, or of the FERC, or of another regulatory body asserting jurisdiction over the terms and conditions of this Agreement rejects or voids any of the terms and conditions herein stated, the Parties agree to immediately meet to determine whether such order deprives one or both of the Parties of the benefits stated herein, and if so, to negotiate in good faith to reach a substitute agreement that will

conform to such order, while providing the Parties substantially the same benefits as set forth in this Agreement.

- 9.4 This Agreement is conditional upon each Party's ability under U.S law to satisfy its obligations hereunder and is entered into in reliance upon the terms and conditions of the MISO Agreement, the MISO Tariff and the CIPCO Tariff in effect as of the effective date of this Agreement. If there is any change to the MISO Agreement, the MISO Tariff, the CIPCO Tariff, laws or regulatory orders that would affect: (a) any Party's ability to satisfy its obligations hereunder, or (b) the substance of a Party's obligations hereunder, the Parties shall enter into good faith negotiations to amend this Agreement, provided that the Party disadvantaged by any such change, shall have the right to terminate this Agreement on no less than sixty (60) days notice; provided, however, that if sixty (60) days is insufficient time to permit a Party to make alternate arrangements for services essential to the conduct of its business, or to prevent a violation of a NERC standard or a rule or regulation of the Commission, the termination date under this Section 9.4 shall be extended for a reasonable time to permit a Party to make such alternate arrangements, but in no case shall such extension exceed the one (1) year notice period for termination under Section 9.1. MISO shall provide CIPCO with timely written notice of any changes to the MISO Agreement, the MISO Tariff, laws or regulatory orders that affect performance or the substance of the MISO's obligations under this Agreement. CIPCO shall provide MISO and ITC Midwest with timely written notice of any changes in the CIPCO Tariff or governing law that affect performance of or the substance of CIPCO's obligations hereunder.
- 9.5 Upon termination of this Agreement, the Parties shall remain responsible for any financial obligations incurred under this Agreement prior to termination until completion of any such obligation.
- 9.6 CIPCO is not a signatory to the MISO Agreement, and if CIPCO terminates this Agreement, or if MISO terminates this Agreement either for default or otherwise, CIPCO shall not be bound by the termination provisions of the MISO Agreement applicable to Transmission Owners.
- 9.7 The terms and conditions of this Agreement assume, and are predicated on, the continuing effectiveness of the O&T Agreement. If the O&T Agreement is materially amended or terminated for any reason, CIPCO, ITC Midwest and IPL agree to notify

MISO immediately. The Parties agree to negotiate in good faith to implement substitute agreements to ensure safe and reliable service over the CIPCO Transmission Facilities for all transmission customers. If the circumstances permit or require it, CIPCO may enter into service agreements for reliability coordination and congestion management under Module F of the MISO Tariff to continue the benefits of this Agreement.

X. INDEMNIFICATION AND LIMITATION ON LIABILITY

- 10.1 A Party (“Indemnifying Party”) shall indemnify and hold harmless other Parties (“Indemnified Parties”) from and against all claims, costs, expenses, liabilities, obligations, losses or damages, paid or incurred by the Indemnified Parties arising out of or related to the Indemnifying Party’s performance or neglect of its obligations under this Agreement, except where the negligence or intentional wrongdoing of the Indemnified Parties contributes to the claimed loss, damage, liability, cost or expense. In the event of a claim for indemnification, the Indemnified Party shall promptly furnish a written notice, as set forth in Section 13.5, to the Indemnifying Party specifying the nature of the claim giving rise to indemnification.
- 10.2 No Party shall be liable to other Party or Parties for, nor will the measure of damages include, any indirect, incidental, exemplary, punitive, special or consequential damages arising out of or relating to the performance of such Party’s obligations under this Agreement, provided that nothing in this Agreement shall prohibit or limit the payment of compliance penalties allocated to any Party pursuant to the MISO Tariff. The Parties further agree that the liability of MISO, and any Owner that is a Party to this Agreement, shall be limited as set forth in the MISO Tariff.

XI. INSURANCE

- 11.1 For the purpose of acting as contractor to CIPCO to provide the Services, MISO shall obtain and maintain in full force and effect at all times during the term of this Agreement, professional liability insurance (errors and omission) through insurance policies with authorized insurance companies in such amounts and for such coverage and upon such terms conforming to standard commercial practice.

XII. DEFAULT

- 12.1 MISO shall be deemed to be in default if MISO fails to remit, as set forth in Section 5.2 hereof, any payment made by a Tariff Customer under Section 4.11 for the use of the CIPCO Transmission Facilities. Notwithstanding the foregoing, MISO shall not be deemed in default in the event a Tariff Customer fails to pay to MISO any amounts, including charges due under Section 4.11, that are due under this Agreement.
- 12.2 CIPCO shall be deemed to be in default if CIPCO fails to compensate MISO for any amounts due to MISO pursuant to this Agreement.
- 12.3 A Party shall be deemed to be in default if it commits any other material breach of its obligations under this Agreement and said breach is not cured within sixty (60) days upon written notice from a non-defaulting Party or Parties, or if a Party dissolves or is dissolved or its legal existence is otherwise terminated.
- 12.4 A non-defaulting Party shall have the right of setoff against funds otherwise due to the defaulting Party under this Agreement.
- 12.5 If a default is deemed to have occurred under this Article XII and is not cured, the non-defaulting Party or Parties may terminate this Agreement upon providing thirty (30) days written notice.

XIII. GENERAL

13.1 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with laws of the United States and of the State of Delaware. To the extent a dispute between the Parties is not subject to the FERC's exclusive jurisdiction, the venue shall be in the United States District Court for the District of Delaware.

13.2 Headings

Headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.

13.3 Severability

Any provision of this Agreement that is declared or rendered unlawful by a court of law, or deemed unlawful because of statutory change, will not otherwise affect the lawfulness, enforceability and applicability of the remaining provisions of this Agreement. The Parties will use their best efforts to agree on the replacement of the unlawful provision(s) with legally acceptable clauses that correspond as closely as possible to the purpose of the affected provision(s) and this Agreement as a whole. If the Parties are unable to reach agreement on a change to a material provision, the Parties shall proceed as set forth in Section 9.4.

13.4 Inspection and Auditing

Each Party shall grant the other Party and its employees or agents, such access to the books and records and operating data of that Party as may necessary to verify compliance by the Parties with this Agreement and to audit and verify the calculation of the MISO Tariff Schedule 31 and any other financial transactions pursuant to this Agreement. Such access shall be at reasonable times and upon reasonable notice.

13.5 Notice of Claims

Each Party shall promptly notify the other Parties of claims, demands or actions which may result in a claim for indemnity. Failure to notify shall not relieve a Party from liability unless and then only to the extent that such failure results in the forfeiture by such Party of a substantial right or defense. No settlement of any claim which may result in a claim for indemnity shall be made by a Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld. A Party shall not be liable under this Agreement in respect of any settlement of a claim unless said Party has consented in writing to such settlement.

13.6 Assignment

This Agreement shall not be assigned by a Party without the written consent of the other Parties, which consent shall not be unreasonably withheld.

13.7 Waiver of Default

The failure on the part of any Party to exercise or enforce any right conferred upon it under or pursuant to this Agreement shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or enforcement thereof at any time or times thereafter.

13.8 Force Majeure

The Parties shall not be responsible or liable to each other for any loss or damage resulting from failure to perform obligations hereunder as a result of any cause beyond their control which could not have been reasonably foreseen and which could not have reasonably been avoided, including but not limited to, acts of God, strikes, injunctions, breakdowns or repairs. The Party affected by force majeure shall be prompt and diligent in removing, if practicable, the cause of such failure to perform and shall give notice to the other Parties of the event or circumstance giving rise to the force majeure; however a Party shall not be obligated to agree to any settlement of a strike or labor dispute which, in that Party's sole opinion, may be inadvisable or detrimental. To the extent a force majeure continues for more than ninety (90) days, any Party affected by such force majeure may terminate this Agreement upon thirty (30) days written notice to other Parties.

13.9 Entire Agreement

Subject to Section 9.7, this Agreement represents the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior oral and written proposals and communications pertaining hereto. There are no representations, conditions, warranties or agreements, express or implied, statutory or otherwise, with respect to or collateral to this Agreement other than contained herein or expressly incorporated herein.

13.10 Amendments

No amendments, addition to or modification of any provision of this Agreement shall be binding upon any Party, and no Party shall be deemed to have waived any provision hereof or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by duly authorized representatives of the Parties, and accepted by FERC if so required by the FPA.

13.11 No Third-Party Beneficiaries

This Agreement is made solely for the benefit of the Parties hereto and their successors and permitted assigns and no other person shall have any rights, interest or claims hereunder, or otherwise be entitled to any benefits under or on account of this Agreement, as third-party beneficiary or otherwise.

13.12 Construction

This Agreement shall not be construed as if prepared by one Party, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

13.13 Notices

13.13.1 Any notice, demand, request or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, electronic mail, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid to:

CIPCO:
Dan Burns
Louie Ervin
Central Iowa Power Cooperative
P.O. Box 2517
Cedar Rapids, IA 52406
Telephone: (319) 366-8011
E-mail: dan.burns@cipco.net
E-mail: louie.ervin@cipco.net

With a copy to:
Dennis L. Murdock (Chief Executive Officer)
Central Iowa Power Cooperative
P.O. Box 2517
Cedar Rapids, IA 52406
Telephone: (319) 366-8011

ITC Midwest:
ITC Holdings, Corp.
27175 Energy Way, Sixth Floor
Novi, MI 48377
ATTENTION: Daniel J. Oginsky

With a copy to:
Douglas C. Collins
ITC Midwest LLC
6750 Chavenelle Road
Dubuque, IA 52002

IPL:
Interstate Power and Light Company
P.O. Box 351
Cedar Rapids, IA 52406-0351
ATTENTION: Randy Bauer

MISO:
P.O. Box 4202
Carmel, IN 46082-4202
ATTENTION: John Bear, President

13.13.2 Delivery of any such notice, request or communication shall be deemed received upon actual receipt by the Party to whom addressed, or at least three (3) business days after being sent. Electronic communication of notice shall be effective when received, if a hard copy of such notice is sent by overnight courier and received within three business days of the original electronic notice.

13.13.3 The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice by either Party.

13.13.4 This Section 13.13 shall not apply to communications between or among operating personnel of the Parties in the execution of their duties pursuant to this Agreement, but rather to notices affecting the legal rights of the Parties, or the status of this Agreement.

XIV. DISPUTE RESOLUTION

14.1 Condition Precedent to Legal Proceedings

14.1.1 Prior to initiation of legal proceedings, any dispute arising under Section 4.8, or any controversy, claim or dispute regarding an alleged breach of this Agreement shall be first submitted to the Coordinating Committee for review and decision. If

the controversy, claim or dispute is not resolved within thirty (30) calendar days after submission to the Coordinating Committee, it shall be referred in writing by the Coordinating Committee to the Executive Officers of the Parties, as required by the notice provision specified in Section 13.13 of this Agreement. The Executive Officers shall meet for the purpose of discussing and resolving the controversy, claim or dispute to the satisfaction of the Parties. Any decision by the Executive Officers to resolve a controversy, claim or dispute must be unanimous.

14.1.2 Except for disputes arising under Section 4.8, if a controversy, claim or dispute is not resolved within thirty (30) calendar days after referral to the Executive Officers, either Party may proceed to litigation in a court of competent jurisdiction, or by submitting the dispute to FERC's office of dispute resolution, or by filing a complaint with FERC.

14.1.3 A dispute arising under Section 4.8 regarding the use of the CIPCO Transmission Facilities by a Tariff Customer of MISO that is not resolved within thirty (30) calendar days after referral to the Executive Officers must be submitted to the FERC, which shall have the exclusive jurisdiction to resolve any such dispute. A determination by the FERC regarding the use of the CIPCO Transmission Facilities by a MISO Tariff Customer shall be final and binding, subject to Section 313 of the FPA, and shall control the obligations of the Parties, and of the affected MISO Tariff Customer.

14.1.4 Disputes regarding services provided to CIPCO pursuant to the MISO Tariff shall be subject to the Dispute Resolution provisions set forth therein.

14.2 Continuation of Performance

Pending the final resolution of the dispute, the Parties agree to diligently proceed with the performance of all obligations, including the payment of all sums required by this Agreement. Interest shall accrue at the Tariff Interest Rate and shall be compounded daily on all overpayments and underpayments which occur pending resolution of a controversy, claim or dispute.

14.3 **Costs**

All fees, costs and expenses incurred by a Party in connection with any dispute shall be borne only by that Party. No Party shall be liable for the fees, costs, and expenses of another Party.

14.4 **FPA Rights**

Nothing contained in this Agreement shall restrict any Party, or an affected MISO Tariff Customer, from exercising their rights under Section 205 or Section 206 of the FPA.

XV. SETTLEMENT OF PENDING LITIGATION AND CLAIMS

15.1 The Parties acknowledge and agree that this Agreement has been executed as part of a settlement as among the Parties and certain other entities of certain litigation and claims pending before: (1) FERC in Docket Nos. EL10-68, ER11-2715 and EL09-71, and (2) the Iowa District Court for Linn County in *CIPCO v. RPGI, et al.*, Case No. LACV 054271. The Parties further acknowledge and agree that the execution of this Agreement is expressly contingent upon the FERC's approval or acceptance hereof as set forth in Article IX hereof and the Settlement Agreement. In the event such approval or acceptance is not received, or the Agreement otherwise fails to become effective or terminates, no Party shall use this Agreement, or any document pertaining to the preparation, execution or filing hereof, including offering the Agreement or any such document in evidence, in any judicial or regulatory proceeding concerning allegations of the MISO's unlawful use of any CIPCO transmission facility. The Parties further agree that nothing in this Agreement, or any document relating to the preparation, execution or filing hereof (including, without limitation, the FERC filing letter that accompanies this Agreement), shall be construed as an admission by MISO of any such claimed unlawful use of CIPCO's facilities.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested to by the signatures of their respective duly authorized officers on the day and date first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

MISO

By: Robert Berntsen

Title: Vice President of Government
and Regulatory Affairs

ITC Midwest LLC

By: Douglas C. Collins

Title: Vice President, ITC Holdings

Interstate Power and Light Company

By: Tom L. Aller

Title: President

CIPCO

By: Richard L. Anderson

Title: Senior Vice President Utility Operations

APPENDIX A CIPCO TRANSMISSION FACILITIES

CIPCO Transmission Facilities as of 12/31/2011

Line Name	Operating Voltage
Adair REC Tap	34
Audubon REC Tap	34
Audubon REC Tap to Exira REC	34
Bagley REC Tap	34
Bear Grove REC to Audubon REC Tap	34
Belle Plaine DC	34
Belle Plaine DC to Victor Tap	34
Belle Plaine Jct. (S 1.50 mi.) (CIPCO Ownership of DC)	34
Belle Plaine Jct. End of DC to Van Horne REC	34
Belle Plaine Jct. to Homer REC	34
Berkley REC Tap	34
Bernard REC to Cascade Bypass	34
Big Grove REC to Hwy 30	34
Blue Grass REC Tap	34
Bridgewater REC Tap	34
Bridgewater REC Tap to Anita REC - Phase 1	34
Bridgewater REC Tap to Anita REC - Phase 2	34
Brooklyn Alliant Tap	34
Brooklyn Alliant Tap to East of Madison REC	34
Brooklyn Alliant to Victor Tap	34
Carbon Jct DC to Corning Muni	34
Carbon Jct. DC	34
Carbon Jct. DC to Grant Tap	34
Carbon Jct. to Bridgewater REC Tap - Phase 1	34
Carbon Jct. to Bridgewater REC Tap - Phase 2	34
Cascade Bypass	34
Cascade Switching to Cascade Bypass	34
Cascade Switching to Lovell REC Tap	34
Chelsea REC to Alliant Line North	34
Chelsea REC to East of Madison REC	34
Cheney REC to South of Lindahl REC	34
Churdan REC to Alliant Line South	34
Clear Lake REC Tap	34
Coggon DC	34
Coggon DC to Sand Springs	34
Coggon to Troy Mills	34
Collins REC Tap	34
Colo REC Tap	34
Conroy REC Tap	34

Construction Power	34
Corning REC to Corning Muni	34
Corning REC to Villisca Jct. - Phase 1	34
Corning REC to Villisca Jct. - Phase 2	34
County Home REC Tap	34
Creston to Green Valley Pumping Station	34
Diamondhead REC Tap	34
Dundee to Winthrop	34
Elkhart REC Tap	34
Ely REC to Solon	34
Fairbank REC Tap	34
Fairfax REC Tap	34
Farlin REC Tap	34
Ferguson to Ferguson REC	34
Fulton REC to Otter Creek REC Tap	34
Garrison REC to Alliant Line South	34
Garrison REC to LaPorte City Muni Tap	34
Gowrie Muni to Harcourt	34
Gowrie REC Tap	34
Grand Jct. 1.00 mi. South of Yale REC	34
Grand River Jct. 34 DC	34
Grand River to Kellerton 69/34 DC	34
Greenfield Jct. DC	34
Greenfield Jct. DC to Anita - Phase 1	34
Greenfield Jct. DC to Anita - Phase 2	34
Guthrie Jct. to Bear Grove REC	34
Guthrie Jct. to Panora REC Tap	34
Happy Valley REC Tap	34
Hardin REC to Fraser	34
Harrison REC South to Hwy 150	34
Harrison REC to 1.13 mi. South of Brandon	34
Hazleton Tap	34
Headquarters REC Tap	34
Industrial REC Tap	34
Karr REC to 4.6 Mi. North & East to Hwy 150	34
Keswick to Webster	34
Koszta REC Tap	34
Lafayette REC Tap	34
Lake Macbride REC Tap	34
Lamoille REC Tap	34
Lamoni Muni North to DC	34
Lenox Muni Tap	34
Linn Twp. REC Tap	34
Lovell REC Tap	34
Lovell REC Tap to Scotch Grove REC Tap	34

Maquoketa CIPCO/Alliant DC	34
Maquoketa CIPCO/Alliant DC to .5 Mi. West of Timber City	34
Maquoketa Sub to Fulton (Includes 1/2 DC)	34
Maquoketa Sub to Maquoketa REC (Includes 1/2 DC)	34
Maquoketa Sub to Monmouth	34
Marengo REC Tap	34
Massena Distribution Tap	34
Melbourne REC North 4.00 Miles	34
Millersburg REC to Deep River	34
Millersburg REC to Keswick	34
Monmouth REC Tap	34
North English REC Tap	34
Ogden REC Tap	34
Old Cheney REC to 3.78 Miles West	34
Ollie REC Tap	34
Otter Creek REC Tap	34
Otter Creek REC Tap to Zwingle REC	34
Panora Muni Tap	34
Panora Muni Tap to 1.00 mi. South of Yale	34
Panora Muni Tap to Panora REC Tap	34
Panora REC Tap	34
Panorama REC Tap	34
Parnell REC Tap	34
Paton REC Tap	34
Peosta DC to IPW Monastary Tap	34
Peosta DC to Table Mound	34
Peosta to .53 Mi. South DC	34
Perry West of Town to Perry REC	34
Pilot REC Tap	34
Pleasant Creek Tap	34
Putnam REC Tap	34
Quarry REC Tap	34
Rome REC Tap	34
Rowley REC Tap	34
Rowley REC Tap to North of Troy Mills	34
Sand Springs to Cascade Switching	34
Scotch Grove REC Tap	34
Scotch Grove REC Tap to Onslow	34
Seeley REC Tap	34
Shady Grove REC to Rowley REC Tap	34
Shellsburg REC Tap	34
Shueyville REC Tap	34
Sigourney to Lancaster	34
Sigourney to What Cheer	34
Solon West .41 Mi.	34

Solon West .41 Mi. to Lake MacBride REC Tap	34
South English to Webster	34
Spring Creek REC Tap	34
Squaw Valley REC Tap	34
Stanton REC to Grant Tap	34
Stone City REC Tap	34
Stratford REC Tap	34
Stuart REC Tap	34
Summit Lake South DC to White Oak Tap (includes Line 3 D.C.)	34
Sutliff REC to Lisbon	34
Table Mound to Zwingle	34
Tama REC Tap	34
Thunder Hills Tap	34
Timber City (.5 mi. W) to Spragueville REC	34
Union REC Tap	34
Valley REC Tap	34
Van Horne REC East 2.97 miles	34
Victor REC Tap	34
Victor to Millersburg REC	34
Victor to Williamsburg 115	34
Villisca Jct. to Stanton REC	34
Villisca Muni Tap	34
Vining REC Tap	34
Vinton Jct. DC to Big Grove REC	34
Vinton to Karr REC	34
Watkins REC Tap	34
Webster REC Tap to Harcourt Tap	34
Webster REC to Hardin REC	34
What Cheer REC Tap	34
What Cheer REC Tap to Keswick	34
Williamsburg Tie	34
Winthrop REC Tap	34
Wiota REC Tap	34
Woodward REC Tap	34
Wyoming DC	34
Wyoming End of DC to Monmouth REC Tap	34
Zwingle to Bernard REC	34
1.00 mi. South of DC to Mulberry	69
Alleman REC Tap	69
Andover Sub	69
Anita Jct. to Casey REC	69
Ankeny REC Tap	69
Arispe Tap	69
Backbone REC Tap	69
Bankston 69 Tap	69

Bennett Switching East	69
Bennett Switching to Clarence Sub	69
Bennett Switching to Tipton Sub	69
Big Creek REC Tap	69
Big Rivers REC Tap	69
Bliedorn Sub to Lost Nation Sub	69
Blue Grass Tap	69
Blue Grass Tie	69
Bryantsburg REC Tap	69
Buffalo Bill Sub to MEC Line	69
Burlington Sub to Flint River Sub	69
Cairo REC Tap	69
Camanche	69
Cambridge REC Tap	69
Cambridge to Huxley DC	69
Casey REC to Greenfield Jct.	69
Chapel Hill 69 kV Tap	69
Clearfield REC Tap	69
Clio REC Tap	69
Coburg REC Tap	69
Coralville REC Tap	69
Crozier REC Tap	69
Dekalb REC Tap	69
Derby REC Tap	69
DeSoto REC Tap	69
Dundee South of Greeley to North of Dyersville	69
Dundee Sub to Masonville	69
Dundee to South of Greeley	69
Dundee West DC	69
Dundee West DC to Arlington	69
Dundee West DC to Masonville REC	69
Earlham REC Tap	69
Edgewood REC Tap	69
Ellston REC Tap	69
Elvira Sub to MEC Camanche	69
End of DC to 1.00 mi. South	69
Enron to Earlham REC	69
Ernst REC Tap	69
Essex REC Tap	69
Fair Station - Line 60	69
Fair Switching North Route to Muscatine Switching - Line 30	69
Fair Switching South Route to Muscatine Switching - Line 20	69
Fair Switching to Acquired Line 30	69
Fair Switching to MEC Tie	69
Fair Switching to Muscatine Sub	69

Fair Switching to Sub 56	69
Farley REC Tap	69
Flint River REC to Big River REC	69
Fruitland Sub to Muscatine South	69
Graf REC Tap	69
Grand Mound to Bliedorn Sub	69
Grand Mound To Elvira Sub	69
Grand Mound to Parkview Sub	69
Grand River DC to Mt. Ayr	69
Grand River Jct. 69 DC	69
Grand River REC Tap	69
Grand River to Kellerton 69/34 DC	69
Green Valley Chemical Tap	69
Greenfield Jct. to Orient REC	69
Greenfield REC West to 69 kV Line	69
Hawkeye REC Tap	69
Heartland REC Tap	69
Holy Cross REC Tap	69
Homestead to Oxford REC	69
Hopeville REC to Grand River Jct.	69
Howell REC Tap	69
Humeston REC Tap	69
Huxley 161/69 DC	69
Huxley REC to Hwy 30	69
I-35 REC Tap	69
Imogene REC - Hastings	69
Iowa Jct. DC	69
Iowa Jct. North DC	69
Iowa Jct. North DC - Lines 27 & 25	69
Iowa Jct. to Haskins Sub	69
Iowa Jct. to Hwy 22 DC - Line 46	69
Iowa Jct. to Lone Tree Tie	69
Iowa REC Tap	69
Jefferson REC Tap	69
Jesup REC Tap	69
Kalona REC Tap	69
Kansas Ave REC Tap	69
Kinder Morgan Tap	69
Lacona REC Tap	69
Letts Sub to Haskins Tie	69
Liberty Sub South DC	69
Liberty Sub West DC	69
Line 15 to Magnimet Sub	69
Line 15 to Rochester Sub	69
Line 20 to Pleasant Prairie	69

Line 45 Port Louisa REC to D.C. Line	69
Line 65 to Malone Sub	69
Line 66 to Olive Sub	69
Line 67 to Delmar Sub	69
Line 75 North & East to Grand Mound Substation	69
Line 75 to Dixon Sub	69
Line 75 to Dome Sub	69
Linn Jct. REC Tap	69
Lone Tree REC To Lone Tree Tie	69
Luther REC Tap	69
Madrid REC Tap	69
Magnimet Tap to Bennett Switching	69
Malone REC Tap East to Elvira REC	69
Manchester REC N. to 69 kV Line	69
Maryville REC Tap	69
Mediapolis Sub Tap	69
Mosalem REC Tap	69
Mt. Ayr REC Tap	69
Mulberry to Fruitland Sub	69
Murray Jct. to Hopeville REC	69
Muscatine South DC (Newport)	69
Muscatine South DC to Letts Sub	69
Muscatine Switching to 2.09 mi. South DC	69
Muscatine Switching to Magnimet Tap	69
Muscatine Switching to New Line 30	69
Muscatine Switching to West Liberty Tap (Incl DC)	69
New Vienna to Pfeiler	69
Newport Switching to Sperry Sub	69
Newport to Port Louisa REC	69
Northern Border Pipeline Lone Tree 69kV Tap	69
Northern Border Tap - Scott	69
Northland Tap	69
Ontario Sub North	69
Orient Tap	69
Oxford REC to Tiffin	69
Paradise REC Tap	69
Parkview Sub to Buffalo Bill Sub	69
Pella West REC Sub Tap	69
Peosta REC Tap	69
Petersburg REC to Alliant Line South	69
Pfeiler REC Tap	69
Pike REC Tap	69
Pike REC Tap to Lone Tree REC	69
Pleasant Prairie Sub to Durant Sub	69
Prairie REC Tap	69

Prescott REC Tap	69
Richland REC to Poweshiek	69
Riverside Casino REC	69
Rock Creek to Clinton	69
Salem to Rock Creek	69
Salisbury REC Tap	69
Sand Road REC Tap	69
Sharon REC Tap	69
Sperry Sub to Burlington Sub	69
St. Donatus REC Tap	69
Sully to Howell REC Tap	69
Sully to Richland REC	69
Summit Lake North to Carbon Jct.	69
Summit Lake North to Creston Alliant (Incl. .48 mi. DC)	69
Summit Lake North to Orient Tap	69
Summit Lake North to Osceola Alliant	69
Summit Lake North to USBR	69
Summit Lake South to USBR	69
Summit Lake Tie	69
Sumner REC Tap	69
Sweetland REC Tap	69
Tiffin REC to Alliant Line East	69
Toddville REC Tap	69
Van Buren REC Tap	69
Villisca Jct to Clarinda	69
Webster REC Tap	69
West Liberty Tap to Pike REC Tap	69
West of Dixon REC Tap to 4.00 Miles North	69
White Oak REC Tap	69
White Oak REC to Indianola	69
Winterset City Tap	69
Winterset DC	69
Winterset DC to Patterson REC	69
Winterset DC to Winterset Muni Tap	69
Winterset REC Tap	69
Woodburn to White Oak	69
Bertram DC	115
Coggon to Marion	115
Coggon to Masonville	115
Dundee Sub to Masonville	115
Grand Jct. to Boone	115
Hiawatha Sub to Marion DC	115
Prairie Creek DC	115
Prairie Creek DC to Bertram DC	115
Anita Jct. to Anita WAPA	161

MISO
MISO RATE SCHEDULES

Rate Schedule 32
Coordination Agreement by and among MISO, ITC Midwest, IPL
30.0.0

Bertram DC	161
Bertram to Mt. Vernon	161
Bondurant to Huxley	161
Boone Jct. to Webster	161
DAEC to Bertram	161
Dundee to Liberty (CIPCO Portion)	161
East Calamus to Sub 56 MEC	161
Grand Jct. to Scranton	161
Grand Mound to East Calamus	161
Granger-Bittersweet	161
Grimes Tap-Granger	161
Grimes-Grimes Tap	161
Guthrie Jct. to Anita Jct.	161
Hiawatha Sub to DAEC	161
Huxley 161/69 DC	161
Huxley to Hwy. 30	161
Hwy. 30 to Boone Jct.	161
Mt. Vernon to Wyoming	161
Scranton to Guthrie Jct.	161
Washburn to DAEC	161
WSEC - OPPD	161
Wyoming to Maquoketa	161
Booneville - Grimes	345
DAEC to Hazelton	345
DAEC to Hills	345
Sub 93 to Sub 92	345
Sub 93 to Sub T	345
WSEC - Booneville	345
WSEC - Grimes	345
WSEC - Omaha	345
Anita	67/34.5
Anita	161/69
Anita	34.5
Bertram	161/115
Boone Junction	161/115
Coggon	115/34.5
Coggon	115/34.5
Coggon	34.5
Dundee	34.5
Dundee	161/69
Dundee - north	115/34.5
Dundee - south	115/34.5
Grand Junction	34.5
Grand Junction	34.5
Grand Junction	161/115

MISO
MISO RATE SCHEDULES

Rate Schedule 32
Coordination Agreement by and among MISO, ITC Midwest, IPL
30.0.0

Grand Junction	161/115
Grand Junction	161/36
Guthrie	34.5
Guthrie	34.5
Guthrie	161/34.5
Liberty	161/69
Peosta	69/34.5
Sand Springs	69/34.5
Sand Springs	34.5
Sigourney	69/34
Wyoming	161/34.5
Wyoming	34.5
Arispe	69/34.5
Arispe	69/34.5
Arispe	69/34.5
Carbon	69/34.5
Grand River	69/34.5
Greenfield	69/34.5
Summit Lake South	69/13.8
Summit Lake South	69/34.5
Summit Lake South	34.5/13.8
Villisca	69/34.5
Villisca (Rec)	34/12
Villisca Spare	69/34.5
WAPA Yard	161/69
Winterset	161/69
Winterset	161/69
Woodburn	69/34.5
Woodburn	34.5
Fair	69/2.4
Fair	13.8/2.4
Fair	13.8/2.4
Fair	69/13.2
Fair	69/13.2
Fair - old #2 now spare	69/13.2
Grand Mound	161/69
Grand Mound - spare	161/69
Newport	161/69

APPENDIX B
TARIFF ADMINISTRATION SERVICES CHARGES
FOR CIPCO TARIFF

The monthly charge to CIPCO for Tariff Administration Services during the initial five (5) year term of the Agreement shall be one sixtieth (1/60) of the initial set up charge to incorporate CIPCO facilities and customer accounts into the MISO OASIS and settlements systems, plus one twelfth (1/12) of the annual full time employee costs to perform the required services on an on-going basis:

Monthly recovery of set up costs: \$ 866.00

Monthly charge for services: \$ 2,280.00

Total monthly charge for

Tariff Administration Services: \$ 3,146.00

If this Agreement is extended beyond the initial five (5) year term, the monthly charge shall include the then current charges for ongoing service, but shall not include an amount for recovery of the initial set up costs to perform the services. The monthly charges may be increased or decreased only as set forth in this Agreement.

APPENDIX C
PLANNING COORDINATION
SERVICES CHARGES

The monthly charge to CIPCO for Planning Coordination Services during the initial five (5) year term of the Agreement shall be one twelfth (1/12) of the annual full time employee costs to perform the required services on an on-going basis:

Total monthly charge for

Planning Coordination Services: \$ 2,475.00

If the Agreement is extended beyond the initial five (5) year term, the monthly charge shall include the then current charges for ongoing service, but the monthly charges may be increased or decreased only as set forth in this Agreement.