

**AMENDED ITC MIDWEST JOINT PRICING ZONE
REVENUE ALLOCATION AGREEMENT**

This Amended ITC Midwest Joint Pricing Zone Revenue Allocation Agreement (“Agreement” or “JPZA”) is made and entered into between and among ITC Midwest LLC (“ITCMW”), a limited liability company organized under the laws of Michigan, Great River Energy (“GRE”), an electric cooperative organized under the laws of the state of Minnesota, Southern Minnesota Municipal Power Agency (“SMMPA”), a municipal corporation and political subdivision of the state of Minnesota, Central Minnesota Municipal Power Agency (“CMMPA”), a municipal corporation and political subdivision of the state of Minnesota, Missouri Basin Municipal Power Agency, doing business as Missouri River Energy Services (“MRES”), a body corporate and politic, organized under the laws of the State of Iowa and existing under the intergovernmental cooperation statutes of the States of Iowa, Minnesota, North Dakota, and South Dakota, and any successors thereof, all of whom are referred to herein collectively as “Parties,” or individually as “Party,” with respect to the allocation of revenue for transmission services that the Midcontinent Independent System Operator, Inc. (“MISO”) distributes to the ITC Midwest joint pricing zone (“Joint Pricing Zone” or “ITCMW Pricing Zone”).

WITNESS:

WHEREAS, Interstate Power and Light Company (“IPL” or “ITCMW’s predecessor in interest”), GRE and SMMPA entered into the Alliant Energy-West Joint Pricing Zone Revenue Allocation Agreement on December 14, 2006;

WHEREAS, the Alliant Energy-West Joint Pricing Zone Revenue Allocation Agreement between IPL, GRE and SMMPA was filed and accepted, with an effective date of December 14, 2006, by the Federal Energy Regulatory Commission in FERC Docket No. ER07-433-000;

WHEREAS, the Alliant Energy-West Joint Pricing Zone Revenue Allocation Agreement was subsequently assigned to ITCMW, in 2007, pursuant to the asset sale agreement between ITCMW and IPL;

WHEREAS, the ITCMW Joint Pricing Zone Revenue Allocation Agreement was entered into by the Parties to incorporate CMMPA pursuant to Article V of the Alliant Energy-West Joint Pricing Zone Revenue Allocation Agreement on November 5, 2010 and superseded the Alliant Energy-West Joint Pricing Zone Revenue Allocation Agreement;

WHEREAS, this Amended ITCMW Joint Pricing Zone Revenue Allocation Agreement is entered into by the Parties to incorporate MRES pursuant to Article V of the November 5, 2010 ITCM Joint Pricing Zone Revenue Allocation Agreement and now supersedes that agreement;

WHEREAS, the ITCMW pricing zone was formerly known as the Alliant Energy-West pricing zone (“ALTW”);

WHEREAS, IPL and GRE are parties to a Transmission Utilization Agreement (“TUA”), as such has been amended, dated May 22, 1981, and was subsequently assigned to ITCMW, in 2007, pursuant to the asset sale agreement between ITCMW and IPL;

WHEREAS, GRE previously took and paid IPL for transmission service under the TUA;

WHEREAS, the TUA also addressed payments by each company for use of the other company's facilities referred to as mutually utilized facilities;

WHEREAS, GRE and IPL signed a Letter of Intent dated June 24, 2004, to memorialize their intent to negotiate and integrate the GRE facilities into the Joint Pricing Zone;

WHEREAS, GRE became a MISO Transmission Owner on December 1, 2004, and since that time has taken transmission service under the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff ("MISO Tariff") as a MISO Transmission Owner in the ALTW pricing zone;

WHEREAS, SMMPA and IPL are parties to the Termination of Shared Transmission Agreement dated January 15, 1998, and a Settlement Agreement filed with FERC October 31, 2002, that addresses the use of each company's transmission system and payments for the use of transmission facilities, which was subsequently assigned to ITCMW, in 2007, pursuant to the asset sale agreement between ITCMW and IPL;

WHEREAS, SMMPA took transmission service prior to April 1, 2006, under the MISO Tariff as a network customer in the ALTW pricing zone;

WHEREAS, SMMPA became a MISO Transmission Owner on April 1, 2006, and since that time has taken transmission service under the MISO Tariff as a MISO Transmission Owner in the ALTW pricing zone;

WHEREAS, CMMPA is a transmission owning member of the MISO effective August 16, 2007; and WHEREAS, for purposes of this Agreement, CMMPA represents Windom and Mountain Lake, Minnesota ("CMMPA Members") with respect to their Zonal Transmission Facilities;

WHEREAS, CMMPA Members have assigned operational control of their Zonal Transmission Facilities to CMMPA by way of a Transmission Facilities Assignment Agreement with contract term of January 1, 2008 to December 31, 2013, and CMMPA has assigned operational control of these Transmission Facilities to MISO;

WHEREAS, MRES is a transmission owning member of MISO effective February 24, 2011; and WHEREAS, for purposes of this Agreement, MRES represents Worthington Public Utilities ("WPU") with respect to its Zonal Transmission Facilities;

WHEREAS, WPU has assigned operational control of its Zonal Transmission Facilities to MRES by way of a Transmission Facilities Assignment Agreement May 14, 2013 with contract term of September 1, 2013 to May 31, 2021, and MRES has assigned operational control of these Transmission Facilities to MISO;

WHEREAS, currently a portion of the revenue requirements for each Party are included in the MISO rates for the ITCMW pricing zone;

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

WHEREAS, for the ITCMW pricing zone, MISO distributes those revenues to ITCMW; and

WHEREAS, this agreement addresses the allocation of MISO revenues among the Transmission Owners within the ITCMW pricing zone identified herein so that each Transmission Owner will recover its *pro rata* portion of the MISO revenues.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth, the sufficiency of which is hereby acknowledged, and intending to be legally bound thereby, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS

Capitalized terms used in this Agreement without other definitions shall have the meanings set forth below or in the MISO Tariff:

Agreement: this Amended ITC Midwest Joint Pricing Zone Revenue Allocation Agreement, including all appendices and other attachments.

Allocation Percentage: the *pro rata* share of each Party's Revenue Requirement relative to the Zonal Revenue Requirement, computed annually, or whenever there is a change to the total Zonal Revenue Requirement, expressed to four decimal places.

Attachment O: Attachment O of the MISO Tariff.

Designee: the entity designated in this Agreement for distributing Directly Assigned Revenues to the Parties and administering the invoicing provisions of this Agreement.

Directly Assigned Revenues: transmission revenues collected by (or on behalf of) MISO that are directly assigned to the Joint Pricing Zone and distributed to ITCMW as Designee for the Joint Pricing Zone. Directly Assigned Revenues consist of inter-zonal and intra-zonal revenues, and include all revenues collected under MISO Tariff Schedules 7, 8, and 9 for the ITCMW pricing zone. CMMPA's, MRES' and Alliant Energy-West's monthly payments to MISO for network service billed by MISO are part of the Directly Assigned Revenues.

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

FPA: The Federal Power Act.

Governmental Authority: any court, tribunal, authority, agency, commission, official or other instrumentality of the United States, or similar governing entity having jurisdiction over the applicable Party or subject matter.

Imputed Transmission Charge: the imputed transmission charge for transmission service utilized by GRE and SMMPA to serve their load in the Joint Pricing Zone.

ITCMW Network Transmission Rate: the monthly rate for network service provided in the Joint Pricing Zone, under MISO Tariff Schedule 9.

Joint Pricing Zone or JPZ: the ITCMW pricing zone of the MISO Tariff, which includes some portion of the Transmission Facilities of the Parties.

MISO Agreement: Agreement of Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc., a Delaware Non-Stock Corporation, on file with the FERC, or any successor agreement.

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

Monthly Load: the monthly system coincident peak load of each Party in the Joint Pricing Zone, including transmission line losses and transformation losses for load-side metering.

Net Revenues: the amounts that GRE and SMMPA are entitled to receive (if this amount is positive) or obligated to pay under this Agreement (if this amount is negative).

Parties: the signatories to this Agreement, including any entities that become signatories to this Agreement pursuant to Section 5.2 of this Agreement.

Revenue Requirement: the Annual Transmission Revenue Requirement for each Party's transmission facilities in the Joint Pricing Zone, as specified in that Party's Attachment O.

Revenue Share: each Party's share of Total Imputed and Actual Revenues.

Total Imputed and Actual Revenues: the sum of Directly Assigned Revenues by MISO and Imputed Transmission Charges for GRE and SMMPA, as calculated on a monthly basis.

Transmission Owner: a signatory to the MISO Agreement that meets the criteria for "Transmission Owner" set forth in that agreement.

Zonal Revenue Requirement: the sum of the Parties' Revenue Requirements.

ARTICLE II RELATIONSHIP BETWEEN MISO AND THE PARTIES

2.1 **Relationship between MISO and the Parties:** MISO, as the independent system operator of a regional transmission system that operates the facilities in the Joint Pricing Zone and as the MISO Tariff administrator, distributes all Directly Assigned Revenues it receives to ITCMW. Pursuant to the MISO Agreement, each of the Parties is entitled to a portion of such Directly Assigned Revenues.

2.2 **Relationship among ITCMW, GRE, CMMPA, SMMPA and MRES:** as Designee, ITCMW will bill, allocate and distribute all amounts due to, or owed by, the Parties under this Agreement. GRE and SMMPA will pay any amounts owed under this Agreement to ITCMW.

2.3 **Data and Records Requirements:** ITCMW shall maintain data, records and other information concerning all transmission service revenues it allocates and distributes and the amounts billed by ITCMW pursuant to this Agreement. ITCMW shall maintain data in sufficient detail to carry out its responsibilities for distribution of revenues in accordance with this Agreement. ITCMW shall make its books and records available to the other Parties for audit purposes.

ARTICLE III REVENUE DISTRIBUTION METHOD

It is the intent of the Parties to share Joint Pricing Zone revenues pursuant to the terms of this Article III. These provisions are summarized in Exhibit A hereto, which shows the distribution of revenues between the Parties from the various streams of revenue distributed to the Joint Pricing Zone by MISO. In the event of a conflict between Exhibit A and this Article III, this Article III shall control.

3.1 **Calculations of Allocation Percentages and Imputed Transmission Charges:** Allocation Percentages and Imputed Transmission Charges shall be calculated as follows:

(a) **Allocation Percentages:** whenever a Party's Attachment O is modified and affects the zonal revenue requirements, ITCMW will use the Attachment O data for each Party's Revenue Requirement and re-determine the Zonal Revenue Requirement. Based on this information, ITCMW will calculate an Allocation Percentage for each Party reflecting its *pro rata* share of the Zonal Revenue Requirement. ITCMW shall provide this calculation to GRE, CMMPA, SMMPA and MRES within thirty (30) days of a change in the Attachment O calculations.

(b) **GRE, CMMPA, SMMPA and MRES Monthly Load:** on the first business day of each month, ITCMW shall specify the date and time of the coincident peak of the Joint Pricing Zone for the preceding month. GRE, CMMPA, SMMPA and MRES shall each provide ITCMW with their Monthly Load data for their load in the ITC Midwest Pricing Zone by the end of the first business day. If the load reported on the first business day is an estimate, the actual load shall be reported to

ITCMW by the tenth business day of the month. If any Party is unable to provide actual load data, that Party shall notify ITCMW. Corrections to the allocations will be made when the actual load data becomes available.

(c) **Imputed Transmission Charge:** to calculate the Imputed Transmission Charge for GRE and SMMPA for each month, ITCMW shall multiply GRE's and SMMPA's final actual monthly load in the ITC Midwest Pricing Zone as reported to MISO by the ITCMW Network Transmission Rate.

(d) **Total Imputed and Actual Revenues:** to calculate Total Imputed and Actual Revenues, ITCMW shall take the sum of Directly Assigned Revenues and GRE and SMMPA's Imputed Transmission Charges for the preceding month.

3.2. **Calculation of the Parties' Revenue Shares:** the Parties' respective Revenue Shares will be determined as follows:

(a) **GRE Revenue Share:** to determine GRE's Revenue Share, ITCMW shall multiply GRE's Allocation Percentage by the Total Imputed and Actual Revenues for the preceding month.

(b) **SMMPA Revenue Share:** to determine SMMPA's Revenue Share, ITCMW shall multiply SMMPA's Allocation Percentage by the Total Imputed and Actual Revenues for the preceding month.

(c) **ITCMW Revenue Share:** to determine ITCMW's Revenue Share, ITCMW shall multiply ITCMW's Allocation Percentage by the Total Imputed and Actual Revenues for the preceding month.

(d) **CMMPA Revenue Share:** to determine CMMPA's Revenue Share, ITCMW shall multiply CMMPA's Allocation Percentage by the Total Imputed and Actual Revenues for the preceding month.

(e) **MRES Revenue Share:** to determine MRES' Revenue Share, ITCMW shall multiply MRES' Allocation Percentage by the Total Imputed and Actual Revenues for the preceding month.

3.3. **Calculation of GRE and SMMPA Net Revenue:** GRE and SMMPA's respective Net Revenues will be determined as follows:

(a) **GRE Net Revenue:** to determine GRE's Net Revenues, ITCMW shall subtract the GRE Imputed Transmission Charge from the GRE Revenue Share.

(b) **SMMPA Net Revenue:** to determine SMMPA's Net Revenues, ITCMW shall subtract the SMMPA Imputed Transmission Charge from the SMMPA Revenue Share.

3.4 **Provision of Information:** by the fifteenth business day of each month, ITCMW shall update the information in Exhibit A for the preceding month. This will include the calculations for Monthly Load, Imputed Transmission Charge, Revenue Share, and Net Revenues for GRE and SMMPA, as well as the Directly Assigned Revenues and Total Imputed and Actual Revenues for the Pricing Zone.

3.5. **Allocation of Revenues among the Parties:** revenues shall be allocated by ITCMW, as Designee, as follows:

(a) **GRE Allocation:** If the GRE Net Revenues are positive, then ITCMW shall pay an amount equal to GRE's Net Revenues to GRE by the twentieth workday of each month. If the GRE Net Revenues are negative, then GRE shall pay an amount equal to GRE's Net Revenues to ITCMW by the twentieth workday of each month.

- (b) **SMMPA Allocation:** If the SMMPA Net Revenues are positive, then ITCMW shall pay an amount equal to SMMPA's Net Revenues to SMMPA by the twentieth workday of each month. If the SMMPA Net Revenues are negative, then SMMPA shall pay an amount equal to SMMPA's Net Revenues to ITCMW by the twentieth workday of each month.
- (c) **CMMPA Allocation:** ITCMW shall pay the CMMPA Revenue Share to CMMPA by the twentieth workday of each month.
- (d) **MRES Allocation:** ITCMW shall pay the MRES Revenue Share to MRES by the twentieth workday of each month.

ARTICLE IV OTHER MISO TARIFF SCHEDULES AND CHARGES

4.1. **Revenues Collected Pursuant to Other MISO Tariff Schedules:** unless specifically addressed in this Agreement, revenues collected by (or on behalf of) MISO will not be distributed under this Agreement. In the event that the Commission approves new Schedules to the MISO Tariff where charges are based on the Zonal Revenue Requirement, the Parties will negotiate in good faith to establish an equitable revenue allocation for revenues collected under such Schedules, applying the principles established by this Agreement.

4.2 **Revenues Collected Pursuant to Schedules 1-6 of the MISO Tariff:** revenues collected by (or on behalf of) MISO under Schedules 1-6 of the MISO Tariff are not covered by this Agreement, as they shall be distributed by MISO directly to any Party that is entitled to such revenues.

4.3 **Revenues Collected Pursuant to Schedule 21 of the MISO Tariff:** revenues from Schedule 21 of the MISO Tariff that are distributed by MISO to ITCMW shall be retained by ITCMW.

4.4 **Revenues Collected Pursuant to Schedule 25, 26 and 26-A of the MISO Tariff:** revenues collected by (or on behalf of) MISO under Schedules 25, 26 and 26-A of the MISO Tariff shall be distributed to the Parties by MISO in accordance with the revenue distribution provisions of Schedules 25, 26 and 26-A.

4.5 **Revenues Collected for Unauthorized Services and Penalties:** in the event that MISO levies a penalty on a transmission customer, the portion of revenues that it distributes to ITCMW as Designee for the Joint Pricing Zone shall be further distributed to GRE, CMMPA, SMMPA and MRES or retained by ITCMW based upon whose Transmission Facilities were impacted by the actions that gave rise to the penalty.

4.6 **Grandfathered Contracts:** any Party serving load under grandfathered contracts for which MISO imposes any charges, assessments or fees on ITCMW shall reimburse ITCMW for the full amount of all such charges, assessments or fees. This provision shall include loads that are not required to make payments under MISO Tariff Schedules 7, 8, or 9.

ARTICLE V AMENDMENT AND NEW PARTIES

5.1. **Amendment:** this Agreement may be amended only by a written instrument duly executed by all of the Parties hereto. No change or modification as to any of the provisions hereof shall be binding on any of the Parties unless executed in writing and approved by the duly authorized officers of the Parties.

5.2 **New Parties:** in order to share in distribution of revenues on a comparable basis with the other Parties to this Agreement, a new Transmission Owner in the Joint Pricing Zone shall become a Party to this Agreement upon execution of this Agreement, as amended to include such new Party.

ARTICLE VI TERM AND WITHDRAWAL

6.1. **Application:** the allocation and distribution of revenues set forth in Article III of this Agreement shall be deemed effective for ITCMW, GRE and SMMPA as of the December 14, 2006; for CMMPA as of April 1, 2010; and for MRES as of September 1, 2013, or the date on which MRES' Attachment O revenue requirement is first incorporated into the ITCMW Network Transmission Rate, whichever is later. Sections 1.09, 1.11 and 1.12 of the Transmission Utilization Agreement between Cooperative Power Association and Interstate Power Company dated September 1983 ("TUA"), as amended, shall be superseded by this Agreement and by operation of the MISO Tariff.

6.2 **Termination:** this Agreement shall remain in effect for two (2) years after the date of execution and continue thereafter so long as i) the rates for service under the MISO Tariff are zonal-based rates and ii) ITCMW and at least one of the other Parties is a Transmission Owner, provided, however, that in the event that any Party no longer owns or has functional control of any transmission facilities within the ITCMW pricing zone, this Agreement shall immediately terminate as to such Party. Starting on the second anniversary of the execution of this agreement, any Party may terminate its participation in this Agreement by providing two (2) years' written notice of its intent to terminate.

6.3 **Other Termination Rights:** in addition to the termination rights set forth in Section 6.2 above, the Parties shall have the following rights and obligations:

(a) **Withdrawal from MISO:** upon at least six months' prior written notice to the other Parties, a Party may withdraw from this Agreement if such Party is withdrawing from MISO. Up to and after its withdrawal, the withdrawing Party shall be entitled to receive, or obligated to pay, revenues in accordance with Article III for the period up to its withdrawal. All of the withdrawing Party's other rights and obligations hereunder shall terminate, subject to financial settlement for the period ending on the date of termination. The ITCMW Joint Pricing Zone shall continue for any Party not withdrawing unless ITCMW withdraws, or all Parties except ITCMW withdraw. In the event ITCMW withdraws from MISO, it shall negotiate in good faith with the other Parties to effectuate equitable distribution of revenues and costs associated with the subject matter of this Agreement.

(b) **Material Changes to MISO Tariff:** in the event that the Commission approves a change to the MISO Tariff that has a material impact on this Agreement, the Parties shall negotiate in good faith to amend this Agreement. If the Parties are unable to reach agreement on amendments to this Agreement, any Party may terminate its participation in the Agreement upon six months' prior written notice to the other Parties.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 **Descriptive Headings:** the descriptive headings of Articles and Sections, and other provisions of this Agreement, have been inserted for convenience of reference only and shall not define, modify, restrict, construe, or otherwise affect the construction or interpretation of any of the provisions of this Agreement.

7.2 **Governing Law:** this Agreement shall be interpreted, construed, and governed by the laws of the State of Iowa, except to the extent preempted by the laws of the United States of America.

7.3 **Successors and Assigns:** this Agreement shall inure to the benefit of and be binding upon the Parties, their respective successors and assignees.

7.4 **Delivery of Notices:** except as otherwise expressly provided herein, notices required under this Agreement shall be in writing and shall be sent to a Party, and to MISO, as necessary, by certified mail/return receipt requested, overnight courier, hand delivery, facsimile, or other reliable electronic means. Any notice required under this Agreement shall be deemed to have been given either upon delivery, by certified mail/return receipt requested, overnight courier, or hand delivery; or upon confirmation, if given by facsimile or other reliable electronic means.

7.5 **Entire Agreement:** this Agreement, including any appendices attached hereto, and other agreements referenced herein, constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement, and no previous or contemporary oral or written representations, agreements, or understandings made by any officer, agent or employee of any Party shall be binding on any Party unless contained in this Agreement, including any appendices attached hereto, or other agreements referenced herein.

7.6 **Counterparts:** this Agreement may be executed in counterparts, all of which shall constitute one agreement binding on Parties and shall have the same force and effect as an original instrument, notwithstanding that all Parties may not be signatories to the same original or the same counterpart.

7.7 **Section 206 Right:** each Joint Zone Transmission Owner that elects to participate in the Joint Pricing Zone shall retain all rights it may have pursuant to Section 206 of the Federal Power Act.

7.8 **Section 205 Right:** during the term of this Agreement, the provisions hereof shall not be subject to any changes pursuant to the provisions of Section 205 of the Federal Power Act, 16 U.S.C. § 824d, absent the agreement of all Parties hereto. Nothing in the Agreement shall be construed as affecting in any way the right of any Party hereto to unilaterally make an application

to the Commission to withdraw from MISO or to challenge such withdrawal from MISO by any other Party. The standard of review for any changes other than those expressly provided for herein 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).

7.9 **Audits:** the Parties shall maintain and retain for six (6) years the books and other records needed to document the underlying data and subsequent calculations performed pursuant to Article III. From time to time, any Party may conduct or cause to be conducted by its authorized agents, at its expense, audits of the books and records of any other Party that relate to this Agreement. Such audits will be conducted at reasonable, mutually agreed upon times, provided that any such audit shall be completed within a reasonable period of time thereafter.

7.10 **Challenges/Reimbursement:** if any party disputes any charge assessed pursuant to this Agreement, the Parties shall use best efforts to negotiate, in good faith, a resolution to such dispute. Any remaining dispute(s) may be resolved in accordance with Article IX hereof. Any amounts owed by one Party to another Party, with interest thereon, from the original due date, at a rate equal to the Prime Rate plus one percent (1%), shall be paid within ten (10) days following resolution of such dispute, unless otherwise agreed by all Parties, in accordance with Article IX hereof or otherwise.

7.11. **Regulatory Approval:** this Agreement is subject to regulatory approvals. In the event that FERC or any Governmental Authority disapproves or refuses in whole or in part to accept this Agreement, this Agreement shall cease to be effective except that the Parties shall be obligated to attempt expeditiously and in good faith to negotiate a substitute agreement which addresses the reasons for such refusal to approve this Agreement: provided that neither Party shall be required to accept any change that would reasonably be expected to reduce its expected economic benefit from the transaction. If, despite such good faith negotiation, the Parties are unable to produce such substitute agreement, then the Parties shall have no further obligations under this Agreement.

ARTICLE VIII LIMITATION ON LIABILITY

8.1 **Indemnification:** each Party shall at all times assume a liability for, and shall indemnify and hold other Party harmless from any and all damages, losses, claims, demands, suits, recoveries, costs, legal fees, and/or expenses for injury to or death of any person or persons whomsoever, or for any loss, destruction of or damage to any property of third persons, firms, corporations or other entities that occurs on its own system and that arises out of or results from either, directly or indirectly, its own asset or assets controlled by it within the ITC Midwest Joint Pricing Rate Zone, unless caused by the sole negligence or intentional wrongdoing of one of the other Parties.

8.2 **Limitations:** nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on, or with regard to, any of the Parties, except to the extent set forth

herein. Each Party shall remain fully liable for its share of all charges, assessments or fees imposed by FERC or incurred under the MISO Tariff or MISO Agreement or other applicable Regional Transmission Organization Tariff or agreement on file with the FERC, including, but not limited to, any other congestion costs, lost revenue charges, exit fees or other charges, or comparable assessments or fees.

**ARTICLE IX
DISPUTE RESOLUTION**

9.1 **Generally:** except as otherwise set forth herein, and whether or not specifically set forth or referenced hereunder, any dispute or controversy as may arise out of or relating to this Agreement, including any question regarding its existence, validity or construction shall be resolved as follows:

(a) prior to the initiation of any action before a Governmental Authority, such dispute or controversy shall be subject to the alternative dispute resolution process set forth in Section 9.2 below; and

(b) thereafter, such dispute or controversy may be submitted to any Governmental Authority having Jurisdiction under applicable law.

9.2 **Alternative Dispute Resolution Process:** to the fullest extent permitted by applicable law, any dispute or controversy arising out of or relating to this Agreement, or any breach thereof, shall be referred to one or more designated representative(s) of each Party for resolution on an informal basis as promptly as practicable. In the event that designated representatives are unable to resolve the dispute within thirty (30) days of written notice of such dispute, or such other period as the affected Parties may agree upon, the dispute that is the subject of the alternative dispute resolution process may be referred to arbitration, or other alternative processes as mutually agreed to by the Parties, and if no satisfactory resolution is reached, the processes set forth in this Section 9.2 shall terminate.

IN WITNESS THEREOF, the Parties, by their duly authorized agents, have hereunder executed this Agreement as of the last day and year noted below.

ITC Midwest

ITC MIDWEST LLC, a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation, its sole member

By: /s/ Douglas C. Collins
Name: Douglas C. Collins
Title: Vice President

Date: September 17, 2013

Southern Minnesota Municipal Power Agency

MISO
MISO RATE SCHEDULES

Rate Schedule 30
ITC Midwest Joint Pricing Zone Revenue Allocation Agreement
30.0.0

By: /s/ David P. Geschwind
Name: David P. Geschwind
Title: Executive Director & CEO

Date: 9/20/2013

Great River Energy

By: /s/ William R. Kaul
Name: William R. Kaul
Title: Vice President, Transmission

Date: 9/16/2013

Central Minnesota Municipal Power Agency

By: /s/ Scott Johnson
Name: Scott Johnson
Title: President

Date: 9/18/2013

Missouri River Energy Services

By: /s/ Raymond J. Wahle
Name: Raymond J. Wahle
Title: Director, Power Supply and Operations

Date: September 16, 2013

Effective On: November 19, 2013

MISO
MISO RATE SCHEDULES

Rate Schedule 30
ITC Midwest Joint Pricing Zone Revenue Allocation Agreement
30.0.0

July 2013 Revenue (Day 5)		Service								
Customer	Date	Firm	Network	Non-Firm	Pass Through	Schedule 26-A	Schedule 37	Schedule 38	(blank)	Grand Total
Total Sum of Base Transmission Revenue		458,909.78	27,990,259.99	23,434.84						28,472,604.53
Total Sum of Sched 1 Revenue		30,260.84	\$37,229.78	5,497.78						\$72,998.48
Total Sum of Pass Through Revenue (Charge)		0.00	0.00	0.00	27,486.59					27,486.59
Total Sum of Schedule 26 Revenue		111,889.59	2,935,607.72	15,351.91						3,062,849.22
Total Sum of Schedule 37 Revenue		0.00	0.00	0.00			26,537.92			26,537.92
Total Sum of Schedule 38 Revenue		0.00	0.00	0.00				41,410.31		41,410.31
Total Sum of TO Schedule 26-A Revenue (Adjustment)		0.00	0.00	0.00		6,375.39				6,375.39
										\$32,210,252.44 MR File Total
										(\$291,916.93) MC File Total
Joint Zone Summary and Revenue Allocation										
Schedule 9 per Lead Summary	\$27,990,259.99							Revenue Summary Check		\$31,918,336.51
Schedule 9 MR Pass Through	\$7,425.39								\$1,221,336.76	Imputed Revenue
Schedule 9 MC Pass Through	(\$270,791.85)								\$33,139,672.27	
Directly Assigned Revenue - Schedule 9										\$27,726,983.53
GRE Sch 9 Imputed Transmission Charge	\$890,659.47							Base Transmission Revenue Allocation to Joint Zones		\$29,430,664.03
SMMPA Sch 9 Imputed Transmission Charge	\$330,677.29							Schedule 1 per Lead Summary		\$572,968.48
Total GRE/SMMPA Sch 9 Imputed Transmission Charge	\$1,221,336.76							Schedule 1 MR Pass Through		\$159.37
Total Imputed and Actual Revenue -Schedule 9										\$28,948,320.29
Schedule 7 per Lead Summary	\$458,909.78							Schedule 1 MC Pass Through		(\$5,809.94)
Schedule 7 MR Pass Through	\$0.00							Schedule 26 per Lead Summary		\$3,150,797.45
Schedule 7 MC Pass Through	\$0.00							Schedule 26 MR Pass Through		\$19,901.83
Directly Assigned Revenue - Schedule 7										\$458,909.78
Schedule 8 per Lead Summary	\$23,434.84							Schedule 26 MC Pass Through		(\$16,405.14)
Schedule 8 MR Pass Through	\$0.00							Schedule 26-A per Lead Summary		\$6,375.39
Schedule 8 MC Pass Through	\$0.00							Schedule 26-A MR Pass Through		\$0.00
Directly Assigned Revenue - Schedule 8										\$23,434.84
Schedule 8 per Lead Summary	\$23,434.84							Schedule 26-A MC Pass Through		\$33,139,672.27
Schedule 8 MR Pass Through	\$0.00									
Schedule 8 MC Pass Through	\$0.00									
Directly Assigned Revenue - Schedule 8										\$23,434.84
Total Imputed and Actual Revenue										\$29,430,664.03
Transmission Revenue Allocation to Joint Zone										
		Network	Firm PTP	Non Firm PTP						
		Revenue Requirement	Allocation %	Sch 9	Sch 7	Sch 8	Revenue Shares			
ITCM	\$272,633,139.37	96.8848%	\$28,046,535.77	\$444,613.96	\$22,704.81	\$28,513,854.54				
MRES	\$452,827.45	0.1609%	\$46,583.63	\$738.48	\$37.71	\$47,359.82				
GRE	\$2,637,119.74	0.8371%	\$271,267.98	\$4,380.65	\$219.62	\$275,868.17				
SMMPA	\$5,584,685.45	1.9847%	\$574,532.83	\$9,187.91	\$485.11	\$584,195.85				
CMMPA	\$91,182.04	0.0324%	\$9,388.15	\$149.70	\$7.59	\$9,536.45				
Total Zonal Revenue Requirement		100.0000%	\$28,948,320.29	\$458,909.78	\$23,434.84	\$29,430,664.03				
General NOTE: Net Revenue Requirements and Divisors: tie to ITCM, MRES, GRE, CMMPA and SMMPA's Attachment O. This joint zone allocation of revenue is in adherence with the joint zone agreement between ITCM, MRES, GRE, CMMPA, and SMMPA. This agreement requires 100 percent of Sch 7, 8 and 9 to be allocated among the three joint zone members. It should be noted that the allocation percentage is based on each member's percentage of revenue requirements.										

Effective On: November 19, 2013

