

**AMENDED ADJACENT BALANCING AUTHORITY
COORDINATION AGREEMENT**

This Amended Adjacent Balancing Authority Coordination Agreement is made this 30th day of August 2024 by and between Midcontinent Independent System Operator, Inc. (“MISO”), and the Associated Electric Cooperative, Inc. (“AECI”), also referred to herein as the MISO Balancing Authority (“MISO BA”) and AECI Balancing Authority (“AECI BA”) respectively, and hereinafter collectively referred to as the “Parties” and individually as a “Party.”

W I T N E S S E T H:

WHEREAS, the AECI Balancing Authority is a NERC certified Balancing Authority;

WHEREAS, the MISO Balancing Authority is a NERC certified Balancing Authority;

WHEREAS, the Parties entered into an Adjacent Balancing Authority Coordination Agreement dated August 26, 2008, effective December 9, 2008 (“Original Agreement”); and

WHEREAS, the Parties desire to enter into this Agreement to amend, update, and restate in its entirety, the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, it is agreed as follows:

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, capitalized terms used herein shall have the respective meanings assigned herein for all purposes of this Agreement (such definitions to be equally applicable to both the singular and the plural forms of the terms defined). Any capitalized term not defined in this Article I shall have the definition assigned to it by the NERC “Glossary of Terms Used in Reliability Standards” as approved by the NERC Board of Trustees or the North American Energy Standards Board (“NAESB”) Wholesale Electric Quadrant Business Practice Standards “Abbreviations, Acronyms, and Definition of Terms”, as each is approved by the Federal Energy Regulatory Commission as amended from time to time and incorporated herein by this reference, or as otherwise understood by common usage in the electric utility industry. In the event of a conflict between a definition set forth in this Article I and a definition set forth in such NERC “Glossary of Terms Used in Reliability Standards” or NAESB Wholesale Electric Quadrant Business Practice Standards “Abbreviations, Acronyms and Definition of Terms” or a definition as understood by common usage in the electric industry, the definition set forth in this Article I shall control.

As used in this Agreement:

- 1.1 **Agreement** shall mean this Amended Agreement, together with all schedules, exhibits and appendices hereto, as amended from time to time.
- 1.2 **Balancing Authority (“BA”)** shall mean the responsible entity that maintains load-interchange-generation balance within a Balancing Authority Area and supports Interconnection frequency in real time.
- 1.3 **Balancing Authority Area** shall mean the portion of the generation and transmission system within the metered boundary of the Balancing Authority, in which the Balancing Authority functions are performed.
- 1.4 **Delivery BA** shall mean the Party supplying Emergency Energy or facilitating the delivery of Emergency Energy from an External BA.
- 1.5 **Emergency** shall mean: (i) an abnormal system condition requiring manual or automatic action to maintain system frequency, or to prevent loss of firm load, equipment damage, or tripping of system elements that could adversely affect the reliability of an electric system or the safety of persons or property; or (ii) a condition that requires implementation of emergency procedures as defined in either Party’s tariff, Business Practices Manuals, or procedures.
- 1.6 **Emergency Energy** shall mean the energy provided as a result of the request for Emergency Energy assistance under this Agreement, when the Receiving BA is experiencing an Energy Emergency Alert Level 2 (EEA2). Emergency Energy shall include energy purchased from an External BA whether by the Receiving BA or Delivery BA and energy purchased from the Delivery BA by the Receiving BA.
- 1.7 **External BA** shall mean an external Balancing Authority interconnected to a Party from which the same Party facilitates the transfer of Emergency Energy.
- 1.8 **FERC** shall mean the Federal Energy Regulatory Commission or any successor federal agency, commission, or department.
- 1.9 **Local Balancing Authority (“LBA”)** shall mean an operational entity which is: (i) responsible for compliance to NERC for the subset of NERC Balancing Authority Reliability Standards defined for its local area within the MISO Balancing Authority Area, and (ii) a party (other than the MISO) to the Balancing Authority Amended Agreement which, among other things, establishes the subset of NERC Balancing Authority Reliability Standards for which the LBA is responsible.
- 1.10 **Market Participant** shall mean an entity that has successfully completed the registration process and other requirements of the MISO Tariff and has been qualified by the MISO as a Market Participant thereunder.

- 1.11 MISO Energy and Operating Reserve Market** shall mean the day-ahead and real-time markets for electric energy and operating reserves, and associated financial transmission rights, operated by the MISO pursuant to the MISO Tariff.
- 1.12 MISO Tariff** shall mean the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff for transmission, and energy and operating reserve markets, in MISO as in effect from time to time, including any schedules, appendices, attachments or exhibits attached thereto.
- 1.13 NAESB** shall mean the North American Energy Standards Board or any successor thereto. The Wholesale Electric Quadrant (WEQ) of NAESB is concerned with activities necessary or desirable to achieve the objectives and purposes of the commercial aspects of the wholesale electric industry, and activities appropriate to the operation of the wholesale electric market.
- 1.14 NERC** shall mean the North American Electric Reliability Corporation or any successor thereto; including a FERC approved Electric Reliability Organization (or “ERO”).
- 1.15 NERC ID** is the alphanumeric representation of entities registered at naesbwry.oati.com and used by those entities for the purposes of conducting business on OASIS and completing and/or approving NERC interchange transaction tags.
- 1.16 Receiving BA** shall mean the Party that issues the request for Emergency Energy Assistance.
- 1.17 Transmission System** shall mean the transmission facilities owned or controlled by a Transmission Service Provider that are used to provide Transmission Service under an applicable transmission tariff.

ARTICLE II

PURPOSE

SECTION 2.1 Purpose. The purpose of this Agreement is to establish an appropriate clear and comprehensive agreement between the MISO BA and AECI BA as it relates to:

- 2.1.1 Emergency Energy Assistance.
- 2.1.2 Communication and coordination of normal and emergency operating procedures.
- 2.1.3 Voice and data communication requirements, as well as coordination of communications during normal and emergency operating conditions.
- 2.1.4 Providing data to support operational planning and security assessment studies.

- 2.1.5 Coordination of outages of equipment, including voltage regulating equipment, telemetering equipment, and control equipment.

SECTION 2.2 Compliance. The Parties state that the Balancing Authority procedures and policies of their respective organizations meet the requirements of standards established by NERC.

ARTICLE III

TERM OF AGREEMENT

SECTION 3.1 Term. This Agreement shall become effective on the first day of the month following the month in which both Parties have executed this Agreement and shall continue in effect until terminated by either Party upon not less than thirty (30) days written notice to the other Party. The effective date of the rates, terms and conditions for the sale of Emergency Energy set forth in Schedule EE-1 of this Agreement shall be the date established by FERC. The right to terminate shall be within the sole discretion of either Party, provided that if the failure to have in effect an agreement between the Parties would reasonably be expected to constitute a violation of any ERO or NERC Reliability Standards, the Parties agree to negotiate in good faith a successor agreement that will satisfy the reliability standard in question.

SECTION 3.2 Obligations upon Termination. The following provisions of this Agreement shall survive its termination: (i) final settlement of the obligations of each Party under Article VII of this Agreement, including the accounting for the period ending with the last day of the month for which this Agreement is effective; (ii) the provisions of this Agreement necessary to conduct final billings, collections and accounting with respect to all matters arising hereunder; and (iii) the indemnification provisions as applicable to periods prior to such termination. The Parties shall cooperate with each other in the unwinding of their arrangements under this Agreement in order to minimize disruptions in the provision of reliability provided by each Party.

SECTION 3.3 NERC / NAESB Standard Revisions. In the event that revisions to the NERC or NAESB Standards referenced in this Agreement are approved by FERC, the Parties shall exchange correspondence and/or schedule a meeting as soon as possible after the approval to discuss whether such revisions affect the terms and conditions of this Agreement, the necessity for any mutually agreeable revisions to this Agreement, and/or whether the revisions affect the need for this Agreement.

ARTICLE IV

ADMINISTRATION

SECTION 4.1 Formation of an Operating Committee. To administer the arrangements under this Agreement, the Parties may, by mutual agreement, establish an Operating Committee ("OC"). If the Parties determine to establish such a committee, the OC shall have the following duties and responsibilities:

- (i) Initiate process reviews at the request of the other Party for activities undertaken in the performance of this Agreement; and
 - (ii) In its discretion, take other actions, including the establishment of subcommittees and/or task forces, to address any issues that the OC deems necessary in the implementation of this Agreement.
- 4.1.1 Operating Committee Representatives. Upon a decision by the Parties to establish an Operating Committee, each Party shall designate a primary and alternate representative to the OC and shall inform the other Party of its designated representatives by notice. A Party may change its designated OC representatives at any time, provided that timely notice is given to the other Party. Each designated OC representative shall have the authority to make decisions on issues that arise during the performance of this Agreement.
- 4.1.2 Dispute Resolution. In the event of a Dispute arising out of or relating to this Agreement that is not resolved by the representatives of the Parties who have been designated under Section 4.1.1 of this Agreement within seven (7) days of the reference to such representatives of such Dispute, each Party shall, within fourteen (14) days' written notice by either Party to the other, designate a senior officer with authority and responsibility to resolve the Dispute and refer the Dispute to them. The senior officer designated by each Party shall have authority to make decisions on its behalf with respect to that Party's rights and obligations under this Agreement. The senior officers, once designated, shall promptly begin discussions in a good faith effort to agree upon a resolution of the Dispute. If the senior officers do not agree upon a resolution of the Dispute within fourteen (14) days of its referral to them, or do not within the same fourteen (14) day period agree to refer the matter to some individual or organization for alternate dispute resolution, then either Party shall have the right to pursue any and all remedies available to it at law or in equity. Neither the giving of notice of a Dispute, nor the pendency of any Dispute resolution process as described in this Section, shall relieve a Party of its obligations under this Agreement, extend any notice period described in this Agreement or extend any period in which a Party must act as described in this Agreement. Notwithstanding the requirements of this section, either Party may terminate this Agreement in accordance with its provisions, or pursuant to an action at equity. The issue of whether such a termination is proper shall not be considered a Dispute hereunder.

ARTICLE V **COORDINATION**

SECTION 5.1 Process for Requesting Assistance. The MISO BA and AECI BA will coordinate and assist each other when requested, to the extent possible. The following procedure will be utilized:

5.1.1 Upon the recognition of a situation requiring coordination between the MISO BA and AECI BA, initial contact will be made via telephone, if possible.

5.1.2 The on-shift operators will discuss the situation and agree on the appropriate actions required.

5.1.3 The MISO BA and AECI BA will communicate, advise or direct the appropriate actions within their respective systems.

5.1.4 The available multi-directional communication options among the MISO BA, LBA, and AECI BA are the Reliability Coordinator Information System (RCIS), telephones, faxes, and e-mail.

5.1.5 The contact information for reliability actions taken pursuant to this Agreement shall be exchanged between the Parties and shall be immediately updated by and between the Parties when and if changes are required.

5.1.6 Concurrently with the execution of this Agreement, each Party shall notify the other Party of its applicable NERC IDs, and the Party's NERC ID that will schedule the Emergency Energy transactions. Prior to the transfer of Emergency Energy as agreed by the Parties under this Agreement, each Party shall satisfy any applicable credit requirements as set forth in Section 7.4. A Party shall promptly notify the other Party of any changes to the NERC IDs in writing by email or overnight delivery of a signed notification.

SECTION 5.2 Process for Coordinating Emergency Energy Assistance.

5.2.1 MISO and AECI shall make available to the other Party Emergency Energy from available generating capability in excess of its load or other firm requirements up to the transfer limits in use between the two Balancing Authority Areas, provide Emergency Energy from an External BA, or provide transmission service between an External BA and the Receiving BA to deliver Emergency Energy, to the maximum extent it deems consistent with:

- (i) the safe and proper operation of its own Transmission System,
- (ii) the furnishing of dependable and satisfactory services to its own customers or members,
- (iii) its obligations to other parties, and
- (iv) the terms and conditions of each Party's tariff.

5.2.2 The Parties shall use reasonable efforts to ensure that an Emergency Energy transaction continues only until it can be replaced by a commercial transaction.

5.2.3 MISO does not take title to energy, or Emergency Energy, under the MISO Tariff, but will purchase or sell such energy for and on behalf of its Market Participants and will invoice or make payment to AECI on behalf of the MISO Market Participants as set forth in the MISO Tariff.

5.2.4 Receiving BA shall request its own Reliability Coordinator to issue an Energy Emergency Alert Level 2 (EEA2) on behalf of the Receiving BA.

5.2.5 Receiving BA shall request Emergency Energy from the Delivery BA. The request shall include: (1) a statement that the request is for Emergency Energy under this Agreement; (2) the amount of Emergency Energy required (MW); (3) the time frame for which the Emergency Energy is requested.

5.2.6 Delivery BA shall verify that it can support the Emergency Energy requested and provide notice to the Receiving BA confirming the amount of requested Emergency Energy it can accommodate.

5.2.7 Delivery BA shall also verify with its associated Transmission Operator and Transmission Provider that the transmission interface can support the transaction.

5.2.8 If the Delivery BA is unable for any reason to supply Emergency Energy from its own resources or the Receiving BA has identified Emergency Energy available from an External BA, delivery of Emergency Energy will be facilitated to the extent feasible by the Delivery BA from the External BA to the Receiving BA. Facilitation can include the Delivery BA providing transmission service between the External BA and Receiving BA (for a purchase of Emergency Energy between the Receiving BA and the External BA) or the Delivery BA purchasing Emergency Energy from the External BA and selling the Emergency Energy to the Receiving BA.

5.2.9 Receiving BA, Delivery BA, or External BA (if applicable), as agreed upon by the Parties, shall create an Electronic Tag (E-Tag) with (1) the Delivery BA or External BA, as applicable, as source, the Delivery BA as a Transmission Provider to facilitate Emergency Energy delivery from the Delivery BA or from an External BA, as applicable, and the Receiving BA as sink, (2) an energy type of "Emergency", and (3) a transmission priority of non-firm with an OASIS transmission service request of "Emergency" for the Receiving BA and Delivery BA. Transmission assets will not be specifically defined in the E-Tag, but will be identified and compensated as set forth in this Agreement.

5.2.10 The Receiving BA, the Delivery BA, and the External BA (if applicable) shall approve the E-Tag. Approval of an E-tag by the Delivery BA, the Receiving BA, and the External BA (if applicable), will confirm the amount of Emergency Energy (MW and duration) to be delivered to the Receiving BA. To the extent the E-tag is curtailed for any reason, the amount of Emergency Energy delivered will equal the amount of energy on the E-tag that is not curtailed.

5.2.11 If the Receiving BA, the Delivery BA, or the External BA (if applicable) is unable to create, submit, and approve an E-Tag in real-time, the Parties agree to coordinate alternative methods to complete the transfer of Emergency Energy, including, but not limited to, manual Net Scheduled Interchange offsets in each BA's respective energy management systems. Prior to the Delivery BA or External BA, as applicable, providing Emergency Energy, the Receiving BA, the Delivery BA, and the External BA (if applicable), will confirm, verbally or in writing, the amount of Emergency Energy to be provided and the time frame during which the Emergency Energy will be provided. As soon as is reasonably practicable after the provision of Emergency Energy, the Receiving BA, the Delivery BA, and the External BA (if applicable), will coordinate the submission and approval of an E-tag to document the amount of Emergency Energy that was provided.

5.2.12 During energy or capacity emergencies, the MISO BA shall communicate and coordinate necessary operations with the MISO Local Balancing Authorities and both the MISO BA and the AECI BA shall communicate and coordinate necessary operations with the other affected external BAs, as required, when Emergency Energy is facilitated from an External BA that is not interconnected to the Receiving BA.

SECTION 5.3 Process for Coordinating Normal and Emergency Operating Procedures.

5.3.1 The MISO BA and AECI BA will use the same communication protocols during normal and emergency conditions.

5.3.2 The MISO BA and AECI BA are individually responsible for overall Emergency Operations planning and coordination of such plans. The MISO BA and AECI BA will coordinate their normal and emergency operating procedures with the affected LBAs, Load Serving Entities and Transmission Operators within the Parties' respective areas.

5.3.3 In accordance with all applicable NERC Reliability Standards, the MISO LBAs shall provide the MISO Reliability Coordinator with local restoration and load shed plans. The local restoration and load shed plans will include coordination with Transmission Operators in the applicable LBA. These plans will be coordinated by the MISO Reliability Coordinator to develop an overall MISO plan for regional emergency operations. The MISO emergency plans will include the overall coordination.

5.3.4 The MISO BA shall provide neighboring external BA's with the overall MISO emergency plans, although LBAs may need to be involved for situations of cross-boundary islanding and restoration. The MISO BA and AECI BA will update and share with one another all of the applicable Emergency Operations plans annually in accordance with all applicable NERC Reliability Standards.

SECTION 5.4 Data Exchange.

5.4.1 The Parties agree to exchange data and information as required by all applicable NERC Reliability Standards in a manner prescribed by those standards. Both Parties agree that they currently meet the data submittal requirements, including those from their Reliability Coordinator, and will continue to meet these requirements.

5.4.2 Should either Party identify any future data requirements, both Parties agree to work to exchange the data as prescribed by the NERC Standards or in a secure, reliable, manner otherwise agreed upon between the Parties. The Party requesting additional data or information shall provide a written, reliability-based justification to the other Party supporting the request for such additional data or information. The Party receiving the request to provide data has the right to accept or reject the other Party's justification. In the event a dispute arises regarding the need for such data to be exchanged, it shall be resolved pursuant to the Dispute Resolution process in Section 4.1.2 of this Agreement.

5.4.3 The MISO BA and AECI BA are individually responsible for compliance with the requirements of all applicable NERC Reliability Standards regarding Communication.

5.4.4 Any data or other confidential information exchanged by the Parties pursuant to this Agreement shall be subject to the confidentiality provisions of the NERC Operating Reliability Data Confidentiality Agreement and/or any successor agreement.

SECTION 5.5 Outage Coordination. The MISO BA and AECI BA shall coordinate transmission and generation maintenance schedules to maximize capacity or conserve fuel, including water, if such capacity or fuel are in short supply. If procedures already exist between other NERC registered functions of the MISO BA and AECI BA, then those procedures may be used to meet this requirement of this Agreement and the requirements of any applicable NERC Reliability Standards.

SECTION 5.6 Points of Interconnection. The MISO BA and AECI BA shall exchange, and update, a list of the tie lines that are points of interconnection between the Parties upon request.

SECTION 5.7 Operations Planning and Security Assessment Information. Subject to the requirements of Section 5.4, the MISO BA and AECI BA shall be responsible for providing operating data requested by the other Party, and receiving operating data from the other Party as needed for the MISO BA and AECI BA to perform their reliability responsibilities. The MISO LBAs may also request operating data directly from AECI BA if needed to perform the LBA reliability responsibilities, and AECI BA agrees to provide such data directly to such LBAs. The MISO BA shall provide operating data requested by AECI BA or its Reliability Coordinator for performing operational reliability assessments and to coordinate reliable operations within the MISO and AECI BA Reliability Coordinator Areas.

SECTION 5.8 Communication. During normal and emergency operations, the MISO BA and AECI BA shall use any, some or all of the listed communication mediums: Reliability Coordinator Information System (RCIS), telephones, faxes, and e-mail, as required by all applicable NERC Reliability Standards. Contact information for these mediums will be periodically reviewed and communicated by each Party. The MISO BA and AECI BA agree to use uniform line identifiers when referring to transmission facilities of an interconnected network in accordance with NERC Reliability Standards.

ARTICLE VI

FACILITY EVACUATION

If either Party is required to evacuate its operational work area, it shall notify the other Party of such evacuation as soon as feasible by any practical means of communications in accordance with each Party's internal policies for notifying neighboring external BAs.

If and when the Party becomes functional utilizing its plan for loss of its control center functionality, it shall notify the other Party by any practical means in its plan.

The MISO BA and AECI BA are each individually responsible for having a plan to continue reliability operations in the event that one of their control centers becomes inoperable. Each Party shall be responsible for annual review, testing and training of its plan. The MISO BA shall coordinate its plan and the review of such plan with AECI BA and adjacent LBAs. Each Party shall include in its plan needed communication with the MISO BA, adjacent LBAs and neighboring external BAs.

ARTICLE VII

BILLING AND PAYMENT

SECTION 7.1 Billing and Settlement. Both MISO and AECI shall perform the billing and settlement of the Emergency Energy and associated delivery costs, if any, pursuant to this Article VII.

- 7.1.1 The Delivery BA shall bill the Receiving BA for Emergency Energy and/or transmission service charges and losses, as applicable, and the Receiving BA agrees to pay for Emergency Energy and/or transmission service charges and losses, as applicable, as set forth in Schedule EE-1 of this Agreement and this Article VII.
- 7.1.2 If the Parties are members of the same Contingency Reserve Sharing Group, and emergency assistance is provided using the Automatic Reserve Sharing System of that Group, then invoicing and payment for all energy and related transmission provided by one Party to the other Party shall be pursuant to the rates, terms and conditions of that Contingency Reserves Sharing Group agreement rather than this Article VII.

SECTION 7.2 Periodic Billing

Each Party shall receive a statement from the other Party as set forth in Section 7.3, setting forth any amounts due from that Party as a result of any charges imposed pursuant to this Agreement.

SECTION 7.3 Payment

- 7.3.1 Unless otherwise specifically agreed upon in writing by the Parties, the seven-day period following receipt of an invoice shall be the standard period for all payments under this Agreement. Promptly after each Emergency Energy schedule between the Parties, the Delivery BA shall prepare, or cause to be prepared, and, issue an invoice during a regular billing cycle for the Operating Day on which such transaction occurs to the Receiving BA for the payment obligations incurred hereunder.
- 7.3.2 All invoices to a Party under this Agreement shall be due and payable in immediately available same-day funds, in accordance with the invoice instructions, within seven (7) days following the Party's receipt of the invoice. If such a day is not a banking day, then payment is due and payable on the first banking day common to the Parties following the due date. Receiving BA will make payments by electronic funds transfer in the currency of the United States of America, or by other mutually agreeable method(s), to the account designated by the Delivery BA.
- 7.3.3 If the rendering of an invoice hereunder is unavoidably delayed, the Delivery BA may issue an interim invoice based on estimated charges. Each final invoice shall be subject to adjustment for any errors in calculation, meter readings, estimating or otherwise. Any such adjustments shall be made as promptly as practical, but in no event later than six months after issuing the invoice.
- 7.3.4 Any amount not paid by the due date shall be deemed delinquent and subject to interest. Interest shall be computed from the date of collection until the date refunds are made as follows:
 - 7.3.4.1 Interest on any unpaid amounts (not including amounts placed in a cash collateral account as financial security) shall be calculated in accordance with the methodology for interest on refunds in the FERC's Regulations at 18 C.F.R. § 35.19a(a)(2)(iii). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment.
 - 7.3.4.2 If a Party objects to all or a portion of any invoice, that Party shall, on or before the date payment of the invoice is due, pay the full amount of the invoice and give notice to the invoicing Party, within thirty (30) days from the date the invoice is rendered, setting forth in specific details the basis for its objection and the amount thereof in dispute. The authorized

officers of the Parties involved, or their designees, shall use their best efforts to develop a solution to the billing dispute. The authorized officers may choose to submit the billing dispute to the dispute resolution procedures set forth in Section 4.1.2 of this Agreement. If the objection is upheld resulting in a refund, the disputing Party shall receive interest upon such amount as specified in Section 7.3.4.1 herein from the date payment was received until the date upon which refund is made. Any refunds agreed to will be paid, with interest, on or before the thirtieth (30th) day following the date such agreement is reached. If such a day is not a banking day, then payment is due and payable on the first banking day common to the Parties following the due date.

- 7.3.5 Notwithstanding any other provision of this Section 7, if AECI (or its financially responsible party designated pursuant to Section 7.4) is a Market Participant, then for all amounts owing to or from MISO transacting for and on behalf of its Market Participants under this Agreement, the billing and payment terms for transmission service provided by MISO as the Transmission Provider, and for Energy and Operating Reserve Markets transactions shall be the terms set forth in the MISO Tariff, as such terms may be modified from time to time by an order of the FERC.
- 7.3.6 The applicable billing and payment provisions of this Agreement shall continue in effect after termination of this Agreement to the extent necessary to provide for final billing, billing adjustments, payments and disposition of any claims outstanding.

SECTION 7.4 Creditworthiness

- 7.4.1 If AECI intends to purchase or sell transmission service or Emergency Energy under this Agreement through an agent, whether or not such agent is an affiliate of AECI, then prior to implementing this Agreement AECI shall designate in writing such agent to be the financially responsible party for payments due from AECI under this Agreement. AECI may upon written notice to MISO change its designated agent. An agent designated for this purpose shall be the financially responsible party and shall meet the requirements of this Section 7.4. If AECI designates an agent as the financially responsible, AECI need not separately meet the requirements of Sections 7.4.2 or 7.4.3 so long as its designated agent meets the requirements of Sections 7.4.2 or 7.4.3, however AECI shall remain financially, and in all other respects, liable for transactions pursuant this Agreement.
- 7.4.2 A Party, or an agent designated as the financially responsible party, that has been deemed by MISO to have adequate credit support pursuant to the requirements of the MISO Tariff, and Attachment L thereto, shall be deemed creditworthy under this Agreement unless and until such credit standing under the MISO Tariff is

altered or revoked. An agent designated by a Party to be the financially responsible party shall sign this Agreement to indicate its acceptance of the obligation to make payment as set forth herein.

- 7.4.3 If either Party reasonably deems the other Party (or such Party's designated responsible party) not to be creditworthy for purposes of this Agreement, subject to good faith efforts to reach agreement on reasonable and appropriate security, such Party shall have no obligation to deliver Emergency Energy, provide transmission service or incur any further financial liability to other Party under this Agreement after it reasonably deems such other Party not to be creditworthy unless and until such reasonable and appropriate security is provided.

SECTION 7.5 Failure to Pay

- 7.5.1 If any Party or its designated financially responsible party, fails to pay the amounts due as set forth in Section 7.3 of this Agreement for a period exceeding 30 days following the due date, the collecting Party may file a complaint for the purpose of collecting said amounts.
- 7.5.2 In the event of failure to pay or other default exceeding 30 days following the due date or other date for performance, in addition to the remedy stated in Section 7.5.1, the non-defaulting Party may terminate this Agreement in its entirety or may upon written notice to the defaulting Party immediately suspend its obligation to provide Emergency Energy or transmission service used to deliver Emergency Energy under this Agreement, until the act of default is cured.
- 7.5.3 Notwithstanding any other provision of this Section 7.5, if AECI or the designated financially responsible party is a Market Participant, then the remedies for default available to MISO shall be the terms set forth in the MISO Energy and Operating Reserve Markets Tariff, as such terms may be modified from time to time by an order of the FERC.

ARTICLE VIII LIMITATION ON OBLIGATION

SECTION 8.1 This Agreement is not intended to affect the control that the transmission owning members ("Member Systems") of MISO or AECI have over their own facilities and the use thereof. Notwithstanding anything in this Agreement to the contrary, no Party shall be required by the terms of this Agreement to provide any services to any other person that is not a Party to this Agreement.

SECTION 8.2 Nothing in this Agreement shall require a Party or any Member Systems to construct facilities primarily for the benefit of the other Party or a Member System of the other Party.

SECTION 8.3 Nothing in this Agreement shall entitle a Party or a Member System to interfere with the right of the other Party or a Member System of the other Party to proceed with system additions or alterations, which, in its sole opinion, are required to provide adequate and reliable service to its customers.

SECTION 8.4 Nothing in this Agreement shall require a Party or a Member System to take any action requested by the other Party, including without limitation the supply of Emergency Energy, load shedding, the expenditure of funds, or acquisition of equipment if such actions would, in its sole judgment, cause it to violate safety, equipment, or regulatory or statutory requirements. In the event a Party or Member System of a Party declines to take such requested actions, it must immediately inform its own Reliability Coordinator so that such information can be immediately relayed to the other Party requesting such action.

SECTION 8.5 Nothing in this Agreement shall bind an external BA to the terms of this Agreement, including an External BA that supplies Emergency Energy pursuant to this Agreement. The adjacent interconnections of the MISO BA and AECI BA are separate and unique, and are therefore beyond the scope of the terms and conditions in this Agreement.

ARTICLE IX **LIABILITY**

SECTION 9.1 **No Liability.** In no event shall either Party (including its officers, directors, employees, and agents) be liable to the other Party, or the other Party's Member Systems, or any other person or entity, for losses or damages (whether direct, indirect, incidental, or consequential) arising out of or related to any performance, non-performance or delay in performance of an obligation or action under this Agreement, whether based on contract, tort, strict liability, warranty, or otherwise, including without limitation, any action or failure to act by either Party related to any request, recommendation, or requirement of either, or another, Reliability Coordinator.

SECTION 9.2 **Indemnification.** Neither Party shall indemnify, defend, or save harmless the other Party from any damages, losses, claims or obligations by or to third parties arising out of or resulting from a Party's performance of its various obligations under this Agreement, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs or expenses, court costs, attorneys' fees, or otherwise.

ARTICLE X **MISCELLANEOUS PROVISIONS**

SECTION 10.1 **Termination Notice.** Any termination notices required by this Agreement shall be in writing and may be given by hand or sent by first class U.S. Mail, or express mail delivery to the applicable address as provided below:

If to MISO:

General Counsel
U.S. Mail:
720 City Center Drive
Carmel, IN 46032

Tel: 317-249-5400

If to AECI:

Brian Prestwood	
Senior Vice President, General Counsel & Chief Risk Officer	
U.S Mail:	Parcel Service:
P.O. Box 754	2814 S. Golden
Springfield, MO 65801-0754	Springfield, MO 65801

Tel:417-885-9218
Fax:417-885-9252

SECTION 10.2 Waiver. Any waiver at any time by either Party of its rights under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be considered a waiver with respect to any subsequent instance or matter.

SECTION 10.3 Assignment. Neither Party shall sell, assign, or otherwise transfer any or all of this Agreement or any or all of its respective rights, or delegate any or all of its respective obligations under this Agreement without the prior written consent of the other Party.

SECTION 10.4 Merger Clause. This Agreement and the Exhibits comprise the full and complete statement of the agreement between the Parties and supersedes and cancels all prior communications, understandings and agreements between the Parties, whether written or oral, expressed or implied relating to the subject matter of this Agreement. No amendments, changes or modifications to this Agreement are valid, unless made in writing and signed by a duly authorized representative of each of the Parties.

SECTION 10.5 Responsibility for Costs. No fees, or other amounts are payable as a result of application of this Agreement. Each Party shall be solely and independently responsible for its conduct and any expenses or costs incurred under this Agreement, except for the obligation to pay for Emergency Energy, as set forth herein.

SECTION 10.6 Nature of Relationship. The Parties hereto agree that no employment, agency, joint venture, teaming, partnership, business arrangement or fiduciary relationship shall be deemed to exist or arise between them with respect to this Agreement.

SECTION 10.7 Governing Law, Jurisdiction and Venue. This Agreement, and the rights and obligations of the Parties arising out of this Agreement, shall be governed by and shall be construed, enforced, and performed in accordance with the Federal laws of the United States of America. To the extent that there is no applicable Federal law, this Agreement, and the rights and obligations of the Parties arising out of this Agreement, shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. Any action arising hereunder that involves questions of state law shall be instituted and litigated exclusively in the courts of the state of Delaware.

SECTION 10.8 Headings. The descriptive headings in the various Articles and Sections of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict any of the terms and provisions hereof.

SECTION 10.9 Exhibits. The Exhibits to this Agreement are attached hereto and incorporated by reference. The Exhibits may be amended from time to time as specifically set forth in the respective Exhibits.

SECTION 10.10 Confidentiality. The Parties agree that their confidentiality obligations under this Agreement shall be consistent with and subject to the requirements of the NERC Reliability Coordinator Standards of Conduct.

SECTION 10.11 Other Entities. Nothing in this Agreement is intended to confer benefits upon any person or entities not a Party, including without limitation the Member Systems of the MISO or entities taking service of any kind from AECI BA, respectively. Nothing in this Agreement shall be construed as a stipulation for the benefit of others, and no third party, including without limitation the Member Systems of the MISO or entities taking service of any kind from AECI BA, respectively, shall be entitled to enforce this Agreement against either Party.

SECTION 10.12 No Representation or Warranty. Neither Party shall be deemed to make any representation or warranty, express or implied, as to the truth, accuracy or completeness of any information or data exchanged or provided (or not exchanged or provided) to the other Party pursuant to this Agreement. The receiving Party, and all persons receiving such data and information, shall be solely responsible for any reliance thereon, and all investigation thereof, and expressly waive any and all rights of recourse against the Party providing the information.

SECTION 10.13 Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. It shall not be necessary that any counterpart hereof be executed by both Parties so long as at least one counterpart is executed by each Party. A facsimile or photocopy of any signature shall have the same force and effect as an original.

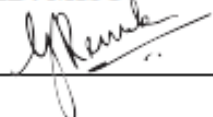
SECTION 10.14 No Waiver of Jurisdictional Immunity. If a Party is not subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC") as a "public utility" under

the Federal Power Act, that Party shall not be required to take any action or participate in any filing or appeal that would confer FERC jurisdiction over the Party. Nothing in this Agreement waives any objection to, or otherwise constitutes consent to, the jurisdiction by FERC over the Party or its transmission service, facilities and rates.

[Signatures appear on following page]

IN WITNESS WHEREOF, the signatories hereto have caused this Agreement to be executed by their duly authorized officers.

FOR Midcontinent Independent System Operator, Inc.
NERC ID: MISO

By:  _____

Date: August 29, 2024

Title: Vice President, Operations

FOR Associated Electric Cooperative, Inc.
NERC ID: APM

By:  _____

Date: 8/30/2024

Title: CEO and general manager

**SCHEDULE EE-1
EMERGENCY ENERGY SETTLEMENTS AND CHARGES**

The rate to be charged by each Party when supplying Emergency Energy pursuant to this Agreement (rather than pursuant to a Contingency Reserve Sharing Group agreement) shall be the FERC approved tariff rate as stated in this Schedule EE-1, as such rate may be changed from time to time. The terms and conditions applicable to the settlement of such charges are as follows:

- 1.0 Payment will be financial, and accounting for Emergency Energy will be in whole megawatt-hours.
- 2.0 For energy received by AECI, the charges shall be calculated as follows:
 - 2.1 MISO, when supplying AECI from the MISO Energy and Operating Reserves Market for and on behalf of its Market Participants directly or from purchases made from an External BA, shall be paid: the greater of (i) 150% of the hourly LMP per megawatt-hour at the interface at which the energy exits the MISO Energy and Operating Reserve Market or (ii) \$100 per megawatt-hour; or (iii) 110% of the verifiable cost of resource(s) used to provide such service, except in the case of purchases made from an External BA, MISO will be paid no less than the cost the External BA charges MISO.
 - 2.2 If AECI purchases Emergency Energy from an External BA and MISO facilitates the delivery of the Emergency Energy from such External BA to AECI, MISO shall be paid as set forth in Section 5 of this Schedule EE-1, associated with the transfer of Emergency Energy from the External BA to AECI.
- 3.0 For energy received by MISO, into the MISO Energy and Operating Reserve Markets for and on behalf of its Market Participants, the charges shall be calculated as follows:
 - 3.1 AECI, when supplying from its available resources or from purchases made from an External BA, shall be paid: the greater of (i) 150% of the hourly LMP per megawatt-hour at the interface at which the energy enters the MISO Energy and Operating Reserve Market or (ii) \$100 per megawatt-hour; or (iii) 110% of the verifiable cost of the resource(s) used to provide such service, except in the case of purchases made from an External BA, AECI will be paid no less than the cost the External BA charges AECI.
 - 3.2 If MISO purchases Emergency Energy from an External BA and AECI facilitates the delivery of the Emergency Energy from such External BA to MISO, AECI shall be paid as set forth in Section 5 of this Schedule EE-1, associated with the transfer of Emergency Energy from the External BA to MISO.

- 4.0 As used in this Schedule EE-1, the term “verifiable costs” shall mean the cost of fuel, operation and maintenance, energy provided for electric losses, purchased power (inclusive of Emergency Energy purchased from an External BA), and other costs that would not have been otherwise incurred if the Emergency Energy had not been supplied. The term “verifiable costs” does not include the cost of transmission service.
- 5.0 In addition to the charges outlined above, the Receiving BA shall pay any applicable transmission service charges and losses and all other applicable costs attributable to such transaction, including market charges, incurred by the Delivery BA for the delivery of Emergency Energy. The Delivery BA’s costs will be charged and settled pursuant to its tariff.
- 6.0 The Point of Delivery for Emergency Energy shall be as follows:
 - 6.1 When MISO is supplying Emergency Energy as the Delivery BA or facilitating Emergency Energy from an External BA, the Point of Delivery shall be the interface node of the MISO BA to AECI.
 - 6.2 When AECI is supplying Emergency Energy as the Delivery BA or is facilitating Emergency Energy from an External BA, the Point of Delivery shall be the point of interconnection between the AECI BA and the MISO BA.