JOINT PRICING ZONE REVENUE ALLOCATION AGREEMENT

This Joint Pricing Zone Revenue Allocation Agreement ("Agreement") is made and entered into as of the 6th day of March, 2019, by and among Great River Energy ("GRE"), a cooperative corporation organized under the laws 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, a body corporate and politic organized under Chapter 28E of the Code of Iowa, doing business as Missouri River Energy Services ("MRES"), Northern States Power Company, a Minnesota corporation ("NSP"), and the Southern Minnesota Municipal Power Agency ("SMMPA"), a municipal corporation and political subdivision of the state of Minnesota, and any successors or assigns thereof, which are referred to herein collectively as "Parties" and singularly as "Party." This Agreement is being made and entered by the Parties with respect to (1) the allocation of revenues that the Midcontinent Independent System Operator, Inc. ("MISO") distributes to the GRE pricing zone (a zone that includes facilities of CMMPA, GRE, MRES, NSP, and SMMPA, and loads of CMMPA, GRE, MRES, NSP, and SMMPA, as applicable, hereinafter referred to as "GRE Zone") (2) charges for network transmission services and (3) the distribution of payments among the Parties for network use of each other's transmission facilities in the GRE pricing zone that are not billed by MISO.

WITNESSETH:

WHEREAS, GRE became a MISO Transmission Owner effective December 1, 2004, and owns certain transmission facilities in the GRE Zone; and

WHEREAS, NSP became a MISO Transmission Owner effective February 1, 2002, and owns certain transmission facilities in the GRE Zone; and

WHEREAS, SMMPA became a MISO Transmission Owner effective April 1, 2006 and owns certain transmission facilities in the GRE Zone; and

WHEREAS, CMMPA became a MISO Transmission Owner effective August 16, 2007; and

WHEREAS, for purposes of this Agreement, CMMPA represents Elk River Municipal Utilities ("ERMU") with respect to certain transmission facilities in the GRE Zone; and

WHEREAS, ERMU has assigned operational control of its transmission facilities to CMMPA by way of an April 20, 2011 Transmission Owner Services and Asset Assignment Agreement that shall remain in effect until its termination provisions are invoked; and

WHEREAS, MRES became a MISO Transmission Owner effective February 24, 2011and has operational control over certain transmission facilities owner by Hutchinson Municipal Utilities ("HUC"), and effective May 7, 2019 will assume operational control over certain transmission facilities owned by Willmar Municipal Utilities ("WMU") in the GRE Zone; and

WHEREAS, for the purposes of this Agreement, MRES represents Hutchinson Municipal Utilities ("HUC") and Willmar Municipal Utilities ("WMU") with respect to certain transmission facilities in the GRE Zone; and

WHEREAS, Minnesota Municipal Power Agency ("MMPA") became the load-serving entity responsible for serving ERMU's network load effective October 1, 2018; and

WHEREAS, the revenue requirements for each Party's Zonal Transmission Facilities, including the revenue requirements for the Zonal Transmission Facilities of the parties who have assigned their transmission facilities to CMMPA and MRES, are included in the MISO rates for the GRE Zone; and

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; and

WHEREAS, MISO distributes all revenues to GRE for the GRE Zone; and

WHEREAS, MISO does not bill the Parties and does not collect revenues for the MISO network transmission service provided, as applicable, to CMMPA, GRE, NSP, MRES, and SMMPA in the GRE Zone; and

WHEREAS, MISO does not bill the Parties who have assigned their transmission facilities to other Parties and does not collect revenues for the MISO network service provided to such Parties; and

WHEREAS, this Agreement addresses the allocation of MISO revenues among the Parties identified herein so that each Party will recover its proportionate share of these MISO revenues; and

WHEREAS, this Agreement also addresses payments among the Parties, including among the Parties who have assigned their transmission facilities to other Parties, for network integration transmission service in the GRE Zone that is not billed by MISO.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Agreement without other definitions will have the meanings set forth below or, if not set forth below, as defined in the Tariff:

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

Annual Transmission Revenue Requirement ("ATRR"): The Annual Transmission Revenue Requirement for each Party's Zonal Transmission Facilities, as indicated in that Party's Attachment O. In the case of CMMPA, the ATRR of the Zonal Transmission Facilities owned by ERMU will determine the CMMPA ATRR. In the case of MRES, the ATRR of the Zonal Transmission Facilities of HUC will determine the MRES (HUC) ATRR and the ATRR of the Zonal Transmission Facilities of WMU will determine the MRES (WMU) ATRR.

ATRR Allocator: The *pro rata* share of each Party's ATRR relative to the Zonal Revenue Requirement expressed to two decimal places and computed at least annually (and recalculated whenever there is a change to any Party's ATRR).

Attachment O: Attachment O to the Tariff applicable to each Party.

Facilities Value: The gross book value of the Zonal Transmission Facilities owned by each Party, as reflected in that Party's Attachment O. In the case of CMMPA, the gross book value of the Zonal Transmission Facilities owned by ERMU shall be the CMMPA Facilities Value. In the case of MRES, the gross book value of the Zonal Transmission Facilities owned by HUC shall be the MRES (HUC) Facilities Value and the gross book value of the Zonal Transmission Facilities owned by WMU shall be the MRES (WMU) Facilities Value.

FERC or **Commission:** The Federal Energy Regulatory Commission or its successor.

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

Gross Book Value ("GBV") Allocator: The *pro rata* share of each Party's Facilities Value relative to the Total Facilities Value (in terms of gross book value), expressed to two decimal places and computed at least annually (and recalculated whenever a Party's Attachment O is updated).

Governmental Authority: Any court, tribunal, agency, commission, or similar governing entity having jurisdiction over the applicable Party or subject matter.

GRE Zone: Zone 8 of the Tariff, or its successor designation.

GRE Zone Divisor: The sum of the Parties' twelve (12) coincident peak loads located in the GRE Zone as detailed on each Party's Attachment O.

Imputed Transmission Charge ("ITC"): The monthly imputed charge for network integration transmission service utilized by each Party to serve its Network Load, if any, in the Joint Pricing Zone.

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

Inter-Zonal Revenues: Transmission revenues collected under Tariff Schedules 7 and 8 for transactions outside of the GRE Zone. Inter-Zonal Revenues are collected by (or on behalf of) MISO under the Tariff, distributed to GRE for the Joint Pricing Zone, and allocated among the Parties using the GBV Allocator.

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

Intra-Zonal Revenues: Revenues received under Tariff Schedule 9 from transmission service provided within the GRE Zone for transactions inside the pricing zone. Intra-Zonal Revenues are collected by (or on behalf of) MISO under the Tariff, distributed to GRE for the Joint Pricing Zone, and allocated among the Parties using the ATRR Allocator.

Joint Pricing Zone or **JPZ:** The GRE Zone, which includes the Zonal Transmission Facilities owned by the Parties hereto and Zonal Transmission Facilities for which all rights to receive revenues have been assigned to a Party.

Monthly Network Revenues: The *pro rata* share of revenues associated with the Imputed Transmission Charge to which each Party is entitled, which is allocated using the ATRR Allocator.

Monthly Net Revenues: The amount that each Party is entitled to receive (if this amount is positive) or obligated to pay (if this amount is negative) under this Agreement each month.

Network Load: For a given month, each Party's coincident peak load using the Zonal Transmission Facilities in the GRE Zone, as reported to GRE, excluding any load that already pays Tariff Schedule 9 charges directly to MISO**.** A Party’s Network Load may be zero. In the case of MMPA, the network load of ERMU will determine the MMPA Network Load using MMPA’s Network Reservation Number; MMPA will pay the charges directly to MISO. In the case of MRES, the network load of HUC will determine the MRES (HUC) Network Load and the network load of WMU will determine the MRES (WMU) Network Load.

Parties: The signatories to this Agreement, including any entities that become signatories pursuant to Section 6.2 of this Agreement.

Revenue Share: The revenues to which each Party is entitled prior to deduction of its Imputed Transmission Charge, which includes its Monthly Network Revenues, its share of Inter-Zonal Revenues, and its share of Intra-Zonal Revenues, as calculated on a monthly basis.

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

Transmission Facilities Assignment Agreement: An agreement whereby a transmission owner assigns operational control of its transmission facilities to a MISO Transmission Owner that, in turn, turns operational control of the transmission facilities over to MISO.

Transmission Owner Services and Asset Assignment Agreement: An agreement whereby, among other services, a transmission owner assigns operational control of its transmission facilities to a MISO Transmission Owner that, in turn, turns operational control of the transmission facilities over to MISO.

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

Transmission Owner: A signatory to the Transmission Owners' Agreement that meets the criteria for the term "Owner" set forth therein and that has received approval from the MISO Board of Directors.

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

Zonal ITC: The sum of the Parties' Imputed Transmission Charges.

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

Zonal Transmission Facilities: Facilities located in the GRE pricing zone that are classified as transmission pursuant to the Tariff and whose revenue requirements are calculated using Attachment O.

Zonal Transmission Rate: The rate for monthly network transmission service provided in the Joint Pricing Zone under Tariff Schedule 9. The Zonal Transmission Rate is calculated using each Party's Annual Transmission Revenue Requirement and GRE Zone Divisor. The Zonal Transmission Rate is recalculated any time there is a change in Attachment O impacting any Party's Annual Transmission Revenue Requirement, the GRE Zone Divisor, or a change in the classification of a Party's Transmission Facilities included in the ATRR.

ARTICLE II

RELATIONSHIP BETWEEN MISO AND THE PARTIES

2.1 **Relationship between MISO and the Parties.** As the Tariff administrator and independent operator of a regional transmission system that includes the Zonal Transmission Facilities, MISO distributes Inter-Zonal Revenues and Intra-Zonal Revenues for the GRE Zone to GRE. Pursuant to the Transmission Owners' Agreement, each of the Parties is entitled to a portion of such Inter- and Intra-Zonal Revenues.

2.2 Relationship amongst the Parties.

(a) GRE will bill, allocate and distribute all amounts due to, or owed by, the Parties under this Agreement.

(b) CMMPA will be responsible to distribute the amounts due to ERMU and pay any amounts owed by ERMU to GRE. MRES will be responsible to distribute the amounts due to HUC and pay any amounts owed by HUC to GRE, and MRES will be responsible to distribute the amounts due to WMU and pay any amounts owned by WMU to GRE.

ARTICLE III

REVENUE DISTRIBUTION METHOD

3.1 Annual Calculations. On an annual basis, or as otherwise necessary to reflect changes to Zonal Transmission Facilities, the Parties will update their respective Attachment O templates. GRE will use the Attachment O information to calculate the following:

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

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

3.2 Distribution of Calculations. The computations detailed in Section 3.1 (a) and 3.1 (b) above will be calculated any time there is a change in Attachment O impacting any Party's Facilities Value, Annual Transmission Revenue Requirement, or a change in the classification of a Party's Transmission Facilities included in the ATRR. GRE will provide the 3.1 (a) and 3.1 (b) calculations to the Parties within thirty (30) days of a change in the Attachment O data and calculations posted by MISO.

3.3 Monthly Calculations. The following computations will be made on a monthly basis:

(a) **Imputed Transmission Charge.** To determine the Imputed Transmission Charge for each Party, GRE will multiply that Party's Network Load by the Zonal Transmission Rate. For this Imputed Transmission Charge calculation, the Zonal Transmission Rate is calculated by dividing the MISO Schedule 9 rate for the GRE zone ($/MW-Year) by 1,000, then dividing by 365, and multiplying by the days of the then-current month. A Party’s Network Load and Imputed Transmission Charge may be zero.

(b) **Zonal ITC.** To determine the Zonal ITC, GRE will calculate the sum of all Parties' Imputed Transmission Charges, if any, for the appropriate month.

(c) **Revenue Shares.** To calculate the Revenue Share for each Party, GRE will determine the sum of the following three (3) numbers, as illustrated below:

(i) the product of the Inter-Zonal Revenues for the preceding month (net of Inter-Zonal MISO Adjustments) and that Party's GBV Allocator;

(ii) the product of the Intra-Zonal Revenues for the preceding month (net of Intra-Zonal MISO Adjustments) and that Party's ATRR Allocator; and

(iii) that Party's Monthly Network Revenues calculated as the product of the Zonal ITC and that Party's ATRR Allocator.

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

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

Figure 1: Revenue Share (Illustration)

<u>GRE Revenue Share</u>	=	GRE GBV Allocator x Inter-Zonal Revenues	+	GRE ATRR Allocator x Intra-Zonal Revenues	+	GRE ATRR Allocator x Zonal ITC
<u>CMMPA Revenue Share</u>	=	CMMPA GBV Allocator x Inter-Zonal Revenues	+	CMMPA ATRR Allocator x Intra-Zonal Revenues	+	CMMPA ATRR Allocator x Zonal ITC
<u>NSP Revenue Share</u>	=	NSP GBV Allocator x Inter-Zonal Revenues	+	NSP ATRR Allocator x Intra-Zonal Revenues	+	NSP ATRR Allocator x Zonal ITC
<u>SMMPA Revenue Share</u>	=	SMMPA GBV Allocator x Inter-Zonal Revenues	+	SMMPA ATRR Allocator x Intra-Zonal Revenues	+	SMMPA ATRR Allocator x Zonal ITC
<u>MRES (HUC) Revenue Share</u>	=	MRES (HUC) GBV Allocator x Inter-Zonal Revenues	+	MRES (HUC) ATRR Allocator x Intra-Zonal Revenues	+	MRES (HUC) ATRR Allocator x Zonal ITC
<u>MRES (WMU) Revenue Share</u>	=	MRES (WMU) GBV Allocator x Inter-Zonal Revenues	+	MRES (WMU) ATRR Allocator x Intra-Zonal Revenues	+	MRES (WMU) ATRR Allocator x Zonal ITC

(d) **Monthly Net Revenues.** To calculate the Monthly Net Revenues for each Party, GRE will subtract that Party's Imputed Transmission Charge, if any, from its Revenue Share.

3.4 **Monthly Payments.** The following payments will be made on a monthly basis. Payments shall be made by the twentieth day of each month. Payments should be made to the appropriate individual identified in Attachment A:

(a) **CMMPA Payment/Receipt.** If CMMPA's Monthly Net Revenues are positive, then GRE will pay an amount equal to CMMPA's Monthly Net Revenues to CMMPA. If CMMPA's Monthly Net Revenues are negative, then CMMPA will pay an amount equal to CMMPA's Monthly Net Revenues to GRE. CMMPA will be responsible for distribution and collection of such amounts to or from ERMU.

(b) **NSP Payment/Receipt.** If NSP's Monthly Net Revenues are positive, then GRE will pay an amount equal to NSP's Monthly Net Revenues to NSP. If NSP's Monthly Net Revenues are negative, then NSP will pay an amount equal to NSP's Monthly Net Revenues to GRE.

(c) **SMMPA Payment/Receipt.** If SMMPA's Monthly Net Revenues are positive, then GRE will pay an amount equal to SMMPA's Monthly Net Revenues to SMMPA. If SMMPA's Monthly Net Revenues are negative, then SMMPA will pay an amount equal to SMMPA's Monthly Net Revenues to GRE.

(d) **MRES (HUC) Payment/Receipt.** If MRES (HUC)'s Monthly Net Revenues are positive, then GRE will pay an amount equal to MRES's (HUC)'s Monthly Net Revenues to MRES (HUC). If MRES (HUC)'s Monthly Net Revenues are negative, then MRES will pay an amount equal to MRES (HUC)'s Monthly Net Revenues to GRE. MRES (HUC) will be responsible for distribution and collection of such amounts to or from HUC.

(e) **MRES (WMU) Payment/Receipt.** If MRES (WMU)'s Monthly Net Revenues are positive, then GRE will pay an amount equal to MRES (WMU)'s Monthly Net Revenues to MRES (WMU). If MRES (WMU)'s Monthly Net Revenues are negative, then MRES (WMU) will pay an amount equal to MRES (WMU)'s Monthly Net Revenues to GRE. MRES (WMU) will be responsible for distribution and collection of such amounts to or from WMU.

3.5 **Illustration of Revenue Allocation.** Calculation of Joint Pricing Zone revenues or charges under this Article III is illustrated in Attachments B, C, D, E, F and G hereto, which show the implementation of the revenue-sharing provisions of this Agreement for a hypothetical period preceding execution of this Agreement.

3.6 **Provision of Information.** By the fifteenth day of each month, GRE will update the information in Attachments B, C, D, E, F and G, as applicable, for the preceding month and distribute it to the other Parties, including the calculations for Revenue Share and Monthly Net Revenues for each Party, as well as Inter-Zonal Revenues and Intra-Zonal Revenues for the GRE Zone.

3.7 **Data and Records Requirements.** GRE will maintain records substantiating all revenues that it allocates, distributes, or receives under this Agreement. Each Party will maintain records substantiating all information they provide to GRE and documenting all amounts that they pay or receive under this Agreement. The records maintained by all Parties pursuant to this Section 3.7 shall be subject to the audit requirements of Section 8.9.

3.8 **Billing Errors.** The Parties shall be obligated to disclose to each Party any known, identified, or potential billing error(s) within 10 business days of the potential error being identified. The Parties agree that any such billing error, once validated, shall be settled retroactively to the start of the error or 12 calendar months from the date GRE is notified (or notifies the Parties) in writing of the error, whichever is shorter. Interest (calculated in accordance with the FERC's regulations at 18 C.F.R § 35.19a) shall be applicable to the retroactive payments for billing errors that are settled per the terms of this provision.

ARTICLE IV

TERM AND WITHDRAWAL

4.1 **Effective Date.** The allocation and distribution of revenues set forth in Article III of this Agreement will be deemed effective for GRE, NSP and SMMPA as of July 1, 2009, and for CMMPA as of April 1, 2010, for MRES (HUC) as of January 1, 2012, and for MRES (WMU), the later of May 7, 2019, or the effective date established by FERC in approving or accepting revisions to the GRE Joint Pricing Zone Agreement reflecting WMU's assignment of operational control of its transmission facilities to MRES.

This Agreement supersedes the Joint Pricing Zone Revenue Allocation Agreement executed on July 27th, 2018.

4.2 **Termination**. This Agreement shall remain in effect so long as the rates for service under the Tariff are zonal-based rates and GRE and at least one other Party is a Transmission Owning member of MISO; provided, however, that in the event any Party ceases to own Zonal Transmission Facilities in the GRE Zone, this Agreement shall immediately terminate as to such Party. Any Party may terminate its participation in this Agreement by providing one (1) year's prior written notice of its intent to terminate. The Parties' obligations under this Agreement shall continue after termination of the Agreement until final billings and payments are completed.

4.3 **Withdrawal from MISO.** Notwithstanding Section 4.2, upon one year's 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 will be entitled to receive, or obligated to pay, revenues in accordance with Article III for the period up to its withdrawal. All of the withdrawing Party's other rights and obligations hereunder will terminate upon withdrawal from MISO, subject to financial settlement for the period ending on the date of termination. This Agreement will remain in effect for any Party not withdrawing unless (i) GRE withdraws from MISO or (ii) all Parties except GRE withdraw. In the event that GRE withdraws from MISO, GRE will negotiate in good faith with the other Parties to effectuate an equitable allocation of the revenues and costs covered by this Agreement, applying a methodology that is consistent with the principles established by this Agreement. Nothing in this Agreement will be construed as affecting the rights of any Party hereto to: (i) unilaterally make an application to FERC to withdraw from MISO; or (ii) challenge such withdrawal from MISO by any other Party.

4.4 Material Changes to MISO Tariff. In the event that the Commission approves a change to the MISO Tariff that has a material impact on the revenue distribution provisions in Article III of this Agreement, the Parties shall negotiate in good faith to amend this Agreement. If the Parties are unable to reach agreement on amendments to this Agreement, any Party may terminate its participation in the Agreement upon one year's prior written notice to the other Parties.

ARTICLE V

OTHER TARIFF SCHEDULES AND CHARGES

5.1 Revenues Collected Pursuant to Other Tariff Schedules. Unless specifically addressed by this Agreement, revenues collected by MISO pursuant to Tariff Schedules that are in effect at the time of execution of this Agreement, but are not explicitly referenced in this Agreement, will not be distributed under this Agreement. In the event that the Commission approves new Schedules to the Tariff, the Parties will negotiate in good faith to establish an equitable methodology for allocation of revenues collected thereunder, applying the principles established by this Agreement.

ARTICLE VI

AMENDMENT AND NEW PARTIES

6.1 Amendment. This Agreement may be amended only by a written instrument duly executed by all of the Parties. No modification to any of the provisions herein will be binding on any of the Parties unless approved in writing by all of the Parties.

6.2 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 may become a Party to this Agreement, as amended to include such new Party.

ARTICLE VII

DISPUTE RESOLUTION

7.1 Dispute Resolution Process. Any dispute or controversy relating to this Agreement shall be referred to one or more designated representative(s) of each affected Party for resolution on an informal basis as promptly as practicable. Any Party may initiate this process by providing written notice of the dispute to the other Parties. In the event that the Parties are unable to resolve the dispute within sixty (60) days, the dispute may be referred to formal alternative dispute resolution processes if mutually agreeable to the Parties. If no satisfactory resolution is reached, the processes set forth in this provision will terminate. Thereafter, such dispute or controversy may be submitted to any Governmental Authority having jurisdiction under applicable law.

7.2 **Reimbursement.** Any amounts owed by any Party upon the resolution of a dispute shall be paid within ten (10) days following resolution of that dispute, including interest from the original due date at a rate calculated in accordance with the FERC's regulations at 18 C.F.R. § 35.19a, unless otherwise agreed by the Parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 **Descriptive Headings.** The descriptive headings in this Agreement have been inserted for convenience of reference and shall not affect the construction of this Agreement.

8.2 **Governing Law and Venue.** This Agreement shall be interpreted and enforced according to the laws of the State of Minnesota, except to the extent preempted by the laws of the United States of America. Any action arising hereunder that involves questions of state law shall be instituted and litigated in the courts of Minnesota.

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

8.4 **Delivery of Notices.** Notices required under this Agreement shall be provided to the parties identified in Attachment A to this Agreement. Any notice required under this Agreement will be deemed to have been given either: (i) upon delivery, if sent by certified mail/return receipt requested or overnight courier; or (ii) upon confirmation, if given by other reliable means.

8.5 **Entire Agreement.** This Agreement, including any attachments hereto, constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement, and its interpretation shall not be affected by previous or contemporary oral or written representations made by any Party unless such representations are contained in this Agreement.

8.6 **Counterparts**. This Agreement may be executed in counterparts, all of which will constitute one agreement and will have the same force and effect as an original instrument.

8.7 **Section 206 Right.** Each Party will retain all rights it may have pursuant to Section 206 of the Federal Power Act., 16 U.S.C. § 824e, *amended by* Pub. L. No. 109-58, §§ 1285-86, 119 Stat. 594, 980-81 (2005).

8.8 **Section 205 Right.** During the term of this Agreement, the provisions hereof will 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. The standard of review for any changes other than those expressly provided for herein will 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).

8.9 **Audits.** The Parties will maintain and retain for six (6) years the books and records needed to substantiate the calculations performed pursuant to Article III, and all data substantiating allocation of revenues or costs under this Agreement, unless FERC record retention requirements establish a retention requirement longer than 6 years for a Party; if so, the FERC retention requirements shall apply. Any Party may conduct, at its own expense, audits of any other Party's books and records that relate to this Agreement. Such audits will be conducted at reasonable, mutually agreed-upon times, and the Parties will cooperate in good faith to effectuate such audits.

8.10 **Regulatory Approval.** This Agreement is subject to regulatory approvals. In the event that FERC or any Governmental Authority disapproves or refuses to accept this Agreement in whole or in part, this Agreement will cease to be effective, except that the Parties will be obligated to attempt expeditiously and in good faith to negotiate a substitute agreement that addresses the reasons for such refusal or disapproval. In negotiating a substitute agreement, no Party will be required to accept any change that would reasonably be expected to reduce its expected economic benefit from the transaction.

8.11 **Limitations.** Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership. Each Party will remain liable for its share of charges or assessments incurred under the Tariff or Transmission Owners’ Agreement, including, but not limited to, congestion costs, lost revenue charges, exit fees and comparable costs.

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

GREAT RIVER ENERGY

A Minnesota Cooperative Corporation

By: _/s/ Priti Patel_____________________
Priti Patel, Vice President, Transmission and Chief Transmission Officer

Date 2/21/2019____________

CENTRAL MINNESOTA MUNICIPAL POWER AGENCY

A Minnesota Municipal Corporation

By: _/s/ Tim Stoner_________________________
Tim Stoner, President

Date 2/21/2019_____________

**MISSOURI BASIN MUNICIPAL POWER AGENCY, D/B/A
MISSOURI RIVER ENERGY SERVICES**

By: _/s/ Raymond J. Wahle_ ______________________________
Raymond J. Wahle, Director, Power Supply and Operations

Date 2/15/2019

NORTHERN STATES POWER COMPANY

A Minnesota Corporation

By: _/s/ Michael G. Lamb_________________________________
Michael G. Lamb, Senior Vice President, Transmission

Xcel Energy Services Inc.

Authorized Agent for Northern States Power Company,

A Minnesota Corporation

Date 3-6-19

SOUTHERN MINNESOTA MUNICIPAL POWER AGENCY

A Minnesota Municipal Corporation

By: *_/s/ David P. Geschwind_*____________________________________

David P. Geschwind, Executive Director and Chief Executive Officer

Date 2/19/19

ATTACHMENT A

Addresses for Delivery of Notices and Billings

Notices:

Great River Energy:

Matt Lacey, Director, Transmission Business Strategy and Development
12300 Elm Creek Blvd.
Maple Grove, MN 55369
mlacey@grenergy.com
Direct: (763) 445-5958

Central Minnesota Municipal Power Agency:

Malinda Hibben, Chief Financial Officer
459 South Grove St.
Blue Earth, MN 56013
malindah@CMPASgroup.org
Direct: (507) 526-2193

Missouri River Energy Services:

Terry Wolf, Manager of Transmission Services
3724 West Avera Drive
Sioux Falls, SD 57109-8929
Terry.Wolf@mrenergy.com
Direct: (605) 338-4042

Northern States Power Company:

Manager, Transmission Business Relations
414 Nicollet Mall, 414-6
Minneapolis, MN 55401
Mark.c.moeller@xcelenergy.com
Direct: (612)) 330-6773

Southern Minnesota Municipal Power Agency:

Richard Hettwer, Manager of Power Delivery
500 First Avenue SW
Rochester, MN 55902
Rj.hettwer@smmpa.org
Direct: (507) 292-6451

Billings and Payments:

Great River Energy:

Payments to Great River Entergy
Attn: Mail Stop 200
12300 Elm Creek Blvd.
Maple Grove, MN 55369

Charges to be paid by Great River Energy
apinvoices@grenergy.com

Central Minnesota Municipal Power Agency:

Malinda Hibben, Chief Financial Officer
459 South Grove St.
Blue Earth, MN 56013
malindah@CMPASgroup.org

Missouri River Energy Services:

Accounting Supervisor
3724 West Avera Drive
PO Box 88920
Sioux Falls, SD 57109
Cheryl.Fox@mrenergy.com
Direct: (605) 338-4042

Northern States Power Company:

Tessa Venetz, Transmission Accounting
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