

**SCHEDULE 1
AMENDED AND RESTATED
MISO ITC AGREEMENT**

AMENDED AND RESTATED APPENDIX I ITC AGREEMENT

This AMENDED AND RESTATED APPENDIX I INDEPENDENT TRANSMISSION COMPANY AGREEMENT (the "Agreement") is entered into as of this 14th day of February 2003, by and between the MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR, INC. ("Midwest ISO") and GRIDAMERICA LLC ("GridAmerica"). Midwest ISO and GridAmerica are jointly referred to as the "Parties" and individually, as a "Party."

BACKGROUND

WHEREAS, the United States Federal Energy Regulatory Commission (together with any successor agency, "FERC" or "Commission") in Order No. 2000 called for the formation of regional transmission organizations ("RTOs") to promote the creation of large electricity markets and to provide reliable, cost-efficient services to customers;

WHEREAS, Midwest ISO is a FERC approved RTO with an open architecture that accommodates various forms of independent transmission company ("ITC") in its operation;

WHEREAS, on April 25, 2002, the Commission issued an order in Docket No. EL02-65 (99 FERC ¶ 61,105 (2002)) encouraging the formation of an ITC within Midwest ISO;

WHEREAS, Union Electric Company, d/b/a AmerenUE, and Central Illinois Public Service Company, d/b/a AmerenCIPS (together, "Ameren Operating Companies"), American Transmission Systems, Incorporated ("ATSI"), a subsidiary of FirstEnergy Corp., and Northern Indiana Public Service Company ("NIPSCO") wish to comply with Order No. 2000 through the formation of an ITC within Midwest ISO;

WHEREAS, (i) the Ameren Operating Companies, ATSI, NIPSCO and National Grid USA ("NGUSA") have executed and delivered that certain Master Agreement dated as of October 31, 2002 (the "Original Master Agreement") regarding the creation and operation of GridAmerica as an ITC within Midwest ISO, (ii) NGUSA has caused GridAmerica to be formed as a limited liability company with GridAmerica Holdings Inc., (successor to GridAmerica Holdings LLC), an affiliate of NGUSA as managing member, pursuant to that certain Limited Liability Company Agreement dated as of October 31, 2002 (the "Original LLC Agreement"), (iii) GridAmerica, Ameren Operating Companies, ATSI and NIPSCO have executed and delivered that certain Operation Agreement dated as of October 31, 2002 (the "Original Operation Agreement") pursuant to which GridAmerica will exercise functional control over the transmission facilities of the Ameren Operating Companies, ATSI and NIPSCO that are not currently under the operational control of a FERC approved RTO; and (iv) the Midwest ISO and GridAmerica have executed and delivered that certain Appendix I Independent Transmission Company Agreement dated as of October 31, 2002 (the "Original MISO ITC Agreement");

WHEREAS, on December 19, 2002, the Commission conditionally accepted for filing, and suspended and made effective subject to refund, future filings and further orders, the Original Master Agreement, the Original LLC Agreement, the Original Operation Agreement and the Original MISO ITC Agreement in Docket Nos. ER02-2233-001 and EC03-14-000 (101 FERC ¶ 61,320 (2003)) (the "FERC Approving Order");

WHEREAS, the parties to each of the Original Master Agreement, the Original LLC Agreement and the Original LLC Agreement have agreed to, and have, amended and restated such Agreements to comply with the requirements of the FERC Approving Order;

WHEREAS, the Parties desire to set forth the terms and conditions governing GridAmerica's participation in Midwest ISO as modified as required by the FERC Approving Order;

NOW, THEREFORE, the Parties hereby agree to amend and restate the Original MISO ITC Agreement in its entirety as follows:

ARTICLE 1 **DEFINITIONS**

The terms used in this Agreement shall have the same meaning as in the Agreement Of Transmission Facilities Owners To Organize The Midwest Independent Transmission System Operator, Inc. on file with and accepted by the Commission as Midwest ISO's Rate Schedule FERC No. 1 ("Midwest ISO Agreement") unless otherwise specified herein.

"Ameren" means Ameren Services Company, individually and as agent for the Ameren Operating Companies.

"Ameren Operating Companies" has the meaning set forth in the recitals hereto.

"Ameren Zone" means the RTO pricing zone for which the rates accepted or approved by FERC for the Ameren Operating Companies shall apply.

"Ameren Zonal Rate" means the rates applicable to the Ameren Zone, as may be changed from time to time.

"Approval Order" shall mean one or more Final Orders that, collectively, approve this Agreement and such other agreements as may be necessary or desirable to create GridAmerica as an ITC within Midwest ISO as to which the approval of the Commission is required under applicable Law, without modification or condition, other than any such modifications and conditions as would not, in the aggregate, cause a Party to fail to realize any material benefit which it reasonably anticipates from participation in the transactions contemplated by such Agreements.

"ATSI Zone" means the RTO pricing zone for which rates for ATSI as accepted or approved by FERC shall apply.

"ATSI Zonal Rate" means the rates applicable to the ATSI Zone, as may be changed from time to time.

"Authority" has the meaning set forth in Section 18.3 hereof.

"Confidential Information" means all (i) information that is furnished to a Recipient by the Disclosing Party or its Representatives, in whatever form, that may constitute or contain

confidential, proprietary or trade secret information, or which may otherwise be claimed by the Disclosing Party to be of a market-sensitive, competitive, confidential or proprietary nature, and (ii) all portions of any analyses, compilations, studies or other documents that include any of the foregoing information prepared by or for a Recipient. "Confidential Information" excludes any information that (i) the Disclosing Party notifies the Recipient in writing is not confidential; (ii) becomes available to the Recipient on a non-confidential basis from a source other than (a) the Disclosing Party, its Representatives or another person acting on behalf of the Disclosing Party, or (b) a party who has confidentiality obligations to the Disclosing Party; (iii) is or becomes generally available to the public other than as a result of a disclosure by the Recipient, its Representatives or any person to whom such Recipient or Representatives disclosed the information; (iv) was previously known to the Recipient free and clear of any obligation to keep it confidential; (v) is disclosed to third parties by the Disclosing Party without restriction or obligation of confidentiality; or (vi) is independently developed by the Recipient without reference to the Disclosing Party's Information.

"Consent" shall mean any authorization, consent, opinion, order, approval, license, franchise, ruling, permit, tariff, rate, certification, exemption, filing or registration from, by, or with any Governmental Authority, any person or any governing body of any person.

"Control Date" has the meaning set forth in Section 4.1.3 hereof.

"CPI Index" shall mean the Consumer Price Index for All Urban Consumers (unadjusted for seasonal variation) for the U.S. City Average as published from time to time by the U.S. Bureau of Labor Statistics or any successor index (or any substantially similar index in the event that no successor index is published) published by such bureau or any successor agency or department.

"Direct Claim" has the meaning set forth in Section 17.6 hereof.

"Disclosing Party" means either GridAmerica, Ameren, ATSI, or NIPSCO, on the one hand, or Midwest ISO, on the other hand, to the extent either such party is furnishing the other party with Confidential Information concerning itself or its affiliate(s).

"Effective Date" has the meaning set forth in Section 2.1 hereof.

"Facilities" mean those transmission facilities over which GridAmerica has functional control, as set forth on Schedule 1 attached hereto.

"FERC Approving Order" has the meaning set forth in the recitals hereof.

"Final Order" shall mean a final order issued by the Commission approving this Agreement and such other agreements as may be necessary or desirable to create GridAmerica as an ITC within Midwest ISO as to which approval of the Commission is required under applicable Law.

"FirstEnergy Operating Companies" means The Cleveland Electric Illuminating Company, Ohio Edison Company, Pennsylvania Power Company, and The Toledo Edison Company.

"Good Utility Practice" has the meaning set forth in the Midwest ISO Agreement.

"Governmental Authority" or "Governmental" shall mean a federal, state, local or foreign governmental authority; a state, province, commonwealth, territory or district thereof; a county or parish; a city, town, township, village or other municipality; a district, ward or other subdivision of any of the foregoing; any executive, legislative or other governing body of any of the foregoing; any agency, authority, board, department, system, service, office, commission, committee, council or other administrative body of any of the foregoing; any court or other judicial body and any officer, official or other representative of any of the foregoing.

"GridAmerica Integration Costs" has the meaning set forth in Section 13.1 hereof.

"GridAmerica Participants" means Ameren, ATSI, NIPSCO, and National Grid.

"GridAmerica System" has the meaning set forth in Section 4.1.3 hereof.

"GridAmerica Three" means Ameren, ATSI, and NIPSCO.

"Indemnifying Party" has the meaning set forth in Section 17.4 hereof.

"Indemnitee" has the meaning set forth in Section 17.4 hereof.

"ITC Agreements" means (i) the Amended and Restated Master Agreement dated as of February 14, 2003 by and among GridAmerica, GridAmerica Holdings Inc., the GridAmerica Three and NGUSA, (ii) the Amended and Restated Limited Liability Company Agreement of GridAmerica dated as of February 14, 2003 and entered into by GridAmerica Holdings Inc. and (iii) the Amended and Restated Operation Agreement dated as of February 14, 2003 by and among GridAmerica and the GridAmerica Three, in each case as the same may be amended, modified or otherwise supplemented and in effect from time to time.

"Law" shall mean any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration or interpretive or advisory opinion of a Governmental Authority.

"Make-Ready Arrangements" shall mean the arrangements, contractual or otherwise, made by or entered into by GridAmerica and/or Midwest ISO pursuant to which GridAmerica or Midwest ISO, as the case may be, acquires such systems, personnel, services, intellectual property and other assets as are required for GridAmerica to serve as an Independent Transmission Company within Midwest ISO and for GridAmerica or Midwest ISO, as the case may be, to perform its obligations under the Delineation of Functions.

"Member" has the meaning set forth in the Midwest ISO Agreement.

"Midwest ISO OATT" has the meaning set forth in Section 4.1.5 hereof.

"NDTO" means a non-divesting transmission owner that has signed an Operation Agreement with GridAmerica.

"NIPSCO Zone" means the RTO pricing zone for which rates for NIPSCO as accepted or approved by the Commission shall apply.

"NIPSCO Zonal Rate" means the rates applicable to the NIPSCO Zone, as may be changed from time to time.

"OASIS" has the meaning set forth in Section 6.1 hereof.

"Order" shall mean any writ, judgment, decree, injunction or similar order of any Governmental Authority (in each such case, whether preliminary or final).

"Order No. 2000" means the order of FERC set forth in *Regional Transmission Organizations*, Order No. 2000, FERC Stats and Regs (Regulations Preambles) ¶ 31,089 (1999), *order on reh'g*, Order No. 2000-A, FERC Stats and Regs (Regulations Preambles) ¶ 31,092 (2000).

"Owners" has the meaning set forth in the Midwest ISO Agreement.

"Performance Manager" has the meaning set forth in Section 12.1 hereof.

"Recipient" means GridAmerica, Ameren, ATSI, or NIPSCO, on the one hand, or Midwest ISO, on the other hand, to the extent such Party is receiving Confidential Information of the Disclosing Party.

"Reliability Coordination Service" has the meaning set forth in Section 4.2.1 hereof.

"Reliability Coordinator" has the meaning set forth in Section 4.2.3 hereof.

"Representatives" means principals, partners, officers, directors, employees, agents, and other representatives, experts and advisors, including without limitation, attorneys, independent accountants, consultants, and financial advisors, and Representatives of such Representatives.

"Required Consent" shall mean with respect to GridAmerica, any required consent or approval of the Securities and Exchange Commission under the Public Utility Holding Company Act of 1935, as amended, and any Consents that a member of the GridAmerica Three notifies GridAmerica and Midwest ISO in writing prior to December 31, 2002 are a precondition to its participation in GridAmerica.

"RTO" has the meaning set forth in the recitals hereto.

"RTO Services" mean those services and functions which taken together enable Ameren, ATSI, and NIPSCO to comply fully with Order No. 2000, and shall include the transmission services described in, and to be provided by Midwest ISO under, this Agreement.

"Third Party Claim" has the meaning set forth in Section 17.4 hereof.

"Transmission System" has the meaning set forth in the Midwest ISO Agreement.

"Users" has the meaning set forth in the Midwest ISO Agreement.

ARTICLE 2

FILING, EFFECTIVE DATE, SERVICE DATE, TERM, AND TERMINATION

2.1 The GridAmerica Participants, on behalf of GridAmerica, and Midwest ISO shall jointly file with FERC for approval of this Agreement as soon as practicable following the execution hereof. This Agreement shall become effective upon the date the FERC shall have issued the Approval Order (the "Effective Date"). Each Party shall use its best efforts to gain FERC approval of this Agreement on an expedited basis and agrees to provide support for the model set forth in this Agreement in public fora and elsewhere. If the FERC accepts and generally approves this Agreement but requires a compliance filing by either of the Parties, the Parties shall evaluate whether such required compliance filing materially changes or frustrates the intent of this Agreement. The Parties agree to negotiate in good faith to establish new terms and conditions that place the Parties in the same position as bargained for in this Agreement. In the event that the Parties cannot reach an agreement within 30 days of FERC action on new terms and conditions, or the new terms and conditions are not subsequently accepted by the FERC, the GridAmerica Participants and GridAmerica may withdraw its application to join Midwest ISO upon thirty days written notice.

2.2 Subject to Sections 2.4 and 2.5, this Agreement shall remain in effect following the Effective Date for an initial term ending at midnight Carmel, Indiana time on the fifth anniversary of the Control Date, which initial term shall be automatically extended from year to year unless either Party shall have given the other six months written notice of termination prior to the end of the initial term, or at the end of any renewal term if such notice is given at least six months prior to the term then ending; provided, however, that (i) if at the time such notice of termination is given by either Party, applicable provisions in the Midwest ISO Transmission Owners Agreement governing the right of a "Transmission Owner" thereunder to withdraw from Midwest ISO specify a different minimum time for notice of withdrawal (whether longer or shorter) from Midwest ISO, such different minimum time shall apply under this Agreement and (ii) if GridAmerica (x) has not acquired transmission facilities of any NDTO and (y) ceases to function as an ITC, whether by reason of its dissolution, the withdrawal of all of the NDTOs participating in GridAmerica as contemplated by this Agreement and as permitted by the ITC Agreements or otherwise, then the term of this Agreement shall end at the close of business on the day GridAmerica ceases to function as an ITC.

2.3 Notwithstanding anything to the contrary set forth in this Agreement, if (a) ownership of all or a substantial portion of any NDTO or its transmission facilities is changed as a result of sale, merger, or acquisition involving a party other than an affiliate of such NDTO or (b) any NDTO exercises its right to withdraw from GridAmerica set forth in Section 5.7(a) or Section 5.7(b) of the Master Agreement or Section 5.1 of the Operation Agreement or (c) GridAmerica acquires transmission facilities of any NDTO, then such new owner or such NDTO or GridAmerica, as the case may be, may, subject to the terms and conditions set forth in the ITC Agreements, withdraw its facilities from GridAmerica; provided, however, that, unless the Commission shall otherwise approve, upon the effectiveness of such withdrawal, such new owner, NDTO or GridAmerica, as the case may be, shall automatically be and become a member of Midwest ISO for a term ending no earlier than the fifth anniversary of the Control Date, or

such later date as to which the term of this Agreement shall have been extended pursuant to Section 2.2 hereof, and otherwise having the same rights and obligations as a member "Transmission Owner" under the Midwest ISO Transmission Owners Agreement. Midwest ISO agrees to support the membership of any such new owner, NDTO or GridAmerica, as the case may be, in Midwest ISO as contemplated by the immediately preceding sentence.

2.4 Notwithstanding anything to the contrary set forth in this Agreement, GridAmerica has the right to withdraw from Midwest ISO upon 30 days written notice, subject to FERC approval, if other Midwest ISO Owners or ITCs withdraw from Midwest ISO where either: a) GridAmerica is no longer directly interconnected with a remaining Midwest ISO member; or b) a material portion of the transmission facilities under Midwest ISO's operational control are removed by Midwest ISO members.

2.5 If GridAmerica withdraws from Midwest ISO, GridAmerica will remain responsible for all financial obligations it incurs under the Midwest ISO Agreement and Midwest ISO OATT before the date of its withdrawal.

2.6 Should, upon the withdrawal of GridAmerica from the Midwest ISO, the NDTOs remain in the Midwest ISO either in another ITC or as Owners, GridAmerica will not be liable to the Midwest ISO for the shares of the unamortized GridAmerica Integration Costs applicable to those NDTOs that remain in Midwest ISO.

ARTICLE 3

STRUCTURE OF RTO ARRANGEMENT

3.1 GridAmerica will become an ITC within Midwest ISO pursuant to the terms and conditions of this Agreement. GridAmerica will be treated as an Owner under the Midwest ISO Agreement to the extent it owns transmission facilities within Midwest ISO. GridAmerica will represent the NDTOs with respect to the governance and activities of Midwest ISO. The NDTOs will have the same rights and voting authority as Owners under the Midwest ISO Agreement. Nothing in this Agreement will preclude the NDTOs or any of their affiliates from participating in appropriate Midwest ISO matters. Although this Agreement, and the relationship between GridAmerica and Midwest ISO as set forth herein, incorporates certain provisions of the Midwest ISO Agreement, any incorporation of the terms of the Midwest ISO Agreement herein shall not make GridAmerica an obligor under that agreement, nor shall incorporation of such terms make GridAmerica in any way a party to the Midwest ISO Agreement. References to the Midwest ISO Agreement in this Agreement shall mean the Midwest ISO Agreement and the Appendices thereto as the same exist on the date hereof and as the same may be amended from time to time but only if and not until such amendments, insofar as affecting this Agreement or the rights, entitlements or obligations of GridAmerica, are also documented hereunder pursuant to Section 19.2 hereof.

3.2 With respect to its supply of RTO Services under this Agreement, notwithstanding any other provision of this Agreement, Midwest ISO shall not discriminate against GridAmerica *vis-a-vis* other Midwest ISO Members (including without limitation Owners or other ITCs) or Users to which it supplies identical or substantially similar services.

3.3 Except to the extent inconsistent with the terms of this Agreement or as otherwise provided herein, the same procedures and protocols described in Appendix E to the Midwest ISO Agreement shall govern and apply to the relationship of the Parties and the provision of RTO Services by Midwest ISO hereunder, to the same extent as if GridAmerica were an Owner for purposes of such Appendix E.

ARTICLE 4

TRANSMISSION FACILITIES OPERATED BY GRIDAMERICA SUBJECT TO THE DIVISION OF FUNCTIONS SET FORTH IN SCHEDULE 5 TO THIS AGREEMENT AND TO CERTAIN PROTOCOLS SET FORTH IN VARIOUS SCHEDULES TO THIS AGREEMENT

4.1 Functional Control, Reliability, Provision of Regional Transmission Service.

4.1.1 GridAmerica will exercise functional control over the Facilities. The NDTOs will file applications with the Commission for approval of the transactions contemplated by this Agreement and the ITC Agreements.

4.1.2 After receiving authorization to exercise functional control over the Facilities, GridAmerica will cede to Midwest ISO those functions set forth in Schedule 5 to this Agreement that are to be performed by Midwest ISO. GridAmerica shall perform those functions set forth in Schedule 5 to this Agreement that are to be performed by GridAmerica as an ITC, and will also, for a transition period not to extend beyond the earlier to occur of the implementation of standard market design and Midwest ISO's Day Two congestion management systems, perform as contractor to Midwest ISO, certain of the functions to be performed by Midwest ISO, as described on Schedule 5. All functions set forth in Schedule 5 that are to be performed by GridAmerica as contractor to Midwest ISO shall be performed under the supervision of Midwest ISO pursuant to protocols to be agreed between the Parties. Schedule 5 to this Agreement sets forth the "Delineation of Functions" approved by FERC in *Alliance Companies*, 99 FERC ¶ 61,105 (2002); *TransLink*, 99 FERC ¶ 61,106 (2002). The Parties recognize that, prior to full operations pursuant to the Delineation of Functions in Schedule 5, (i) the development of the GridAmerica systems and assets must be completed and integrated into the Midwest ISO systems and (ii) the Parties must agree on procedures for implementing the Delineation of Functions. Following complete integration of systems, service over the Facilities will be provided under the Midwest ISO OATT.

4.1.3 Each of Midwest ISO and GridAmerica shall promptly notify the other in writing of the satisfaction of all applicable legal requirements, system readiness, and systems integration necessary for GridAmerica and Midwest ISO to assume their respective responsibilities under the Delineation of Functions (each a "Notification of Readiness"). On the first day of the month following the receipt of such Notifications of Readiness, but no sooner than the fifth day following the date of receipt of the last such Notification of Readiness (the "Control Date"), GridAmerica and Midwest ISO shall assume their respective responsibilities under the Delineation of Functions over the facilities constituting the GridAmerica transmission system ("GridAmerica System"). Midwest ISO will thereafter exercise its delineated functions over the Facilities and the GridAmerica System consistent with its responsibilities under Article

Three, Section 1.A of the Midwest ISO Agreement. Anything in this Section 4.1.3 or otherwise in this Agreement to the contrary notwithstanding, the occurrence of the Control Date shall be postponed and shall not occur:

(a) unless and until the Commission shall have issued an Approval Order and (unless waived by the Parties) none of the Final Orders comprising the Approval Order is subject to possible rehearing and each Party requiring any Required Consent shall have received the same, or shall have waived the requirement that it shall have received the same, and such Required Consent shall: (i) be in form and substance which would not, in the reasonable judgment of such Party, and when considered in light of the Approval Order and all other Required Consents (A) cause such Party to fail to realize any material benefit which it reasonably anticipates from the transactions contemplated by this Agreement and the ITC Agreements or (B) impose any conditions or requirements which could reasonably be expected to have a material and adverse effect on such Party's or any of its affiliates' current or planned operations or business activities or its or their prospects; and (ii) be in full force and effect.

(b) unless and until the Make-Ready Arrangements shall be in place and shall be reasonably satisfactory in form and substance to each of GridAmerica and Midwest ISO.

(c) unless and until the Parties shall have agreed on procedures for implementing the Delineation of Functions as contemplated by Section 4.1.2 hereof.

(d) unless and until Midwest ISO shall have made (i) a one-time payment equal to the amount of the actual costs (including appropriately allocated internal costs) incurred by National Grid USA (and/or its affiliates) and the GridAmerica Three as may be reasonably necessary or appropriate for GridAmerica to obtain such services and acquire such rights to intellectual property or other assets as are required for GridAmerica to serve as an ITC within Midwest ISO as contemplated by the ITC Agreements and to perform its obligations under the Delineation of Functions, as the same may be amended, modified or otherwise supplemented by mutual agreement of the parties prior to the Control Date and (ii) a one-time payment to reimburse the GridAmerica Three for their actual costs (including appropriately allocated internal costs) incurred in the development of Alliance RTO, such payments to be made as directed by GridAmerica; provided, however, that the aggregate amount required to be paid by Midwest ISO pursuant to this paragraph (d) shall not exceed \$36,200,000. All amounts to be paid by Midwest ISO pursuant to this Section 4.1.3(d) shall be supported by documentation submitted to Midwest ISO with GridAmerica's Notification of Readiness.

(e) unless and until Midwest ISO shall have refunded to Ameren, with interest, the \$18,000,000 payment made by Ameren to leave Midwest ISO pursuant to the terms of settlement approved in Illinois Power Co., 95 FERC ¶ 61,183, order on reh'g., 96 FERC ¶ 61,206 (2001).

(f) if there shall be in effect any Order or Law restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Agreement, the MISO License Agreement or the ITC Agreements.

4.1.4 GridAmerica shall share GridAmerica's procurement plan for obtaining third party services and intellectual property and other assets that are required for GridAmerica to serve as an ITC within Midwest ISO as contemplated by this Agreement and to perform its obligations under the Delineation of Functions. GridAmerica will confer with Midwest ISO prior to entering into any contract with a third party vendor that will result in expenditures of \$500,000 or more for which GridAmerica will seek recovery pursuant to Section 4.1.3(d).

4.1.5 On and after the Control Date, Midwest ISO shall have responsibility for the reliability of the GridAmerica System consistent with its responsibilities under the Delineation of Functions and Article Three, Section I.B of and Appendices B and E to the Midwest ISO Agreement. Should the Commission modify the delineation of functions between ITCs and RTOs, the parties agree to negotiate to effectuate the Commission's intent with respect to such modified delineation of functions.

4.1.6 On and after the Control Date, GridAmerica and Midwest ISO will provide transmission service over the GridAmerica System and in the Ameren, ATSI, and NIPSCO Zones on a nondiscriminatory basis under, and in accordance with, the Delineation of Functions and the Midwest ISO Open Access Transmission Tariff on file with FERC or any successor tariff (the "Midwest ISO OATT"), subject to and in accordance with the provisions and limitations of Sections 3.3, 11 and 13 hereof Midwest ISO shall administer the Midwest ISO OATT.

4.1.7 Following the Control Date, Midwest ISO shall offer within the Ameren, ATSI, and NIPSCO Zones, as part of the Midwest ISO OATT, all such ancillary services as are required by FERC to be offered under the Midwest ISO Tariff. Midwest ISO shall obtain such services from providers in a manner that minimizes cost, consistent with its reliability responsibilities and other obligations under this Agreement. In obtaining such ancillary services, Midwest ISO shall afford no undue preference or disadvantage to any generation supplier. The NDTOs shall maintain those schedules in the Open Access Transmission Tariffs permitting the provision of ancillary services and nothing in this Agreement shall preclude an NDTO from self-supplying any necessary ancillary services. Moreover, nothing in this Agreement shall preclude GridAmerica (consistent with FERC policy and on behalf of the NDTOs) or the NDTOs from participating in any competitive ancillary services markets that may be created within Midwest ISO.

4.1.8 On and after the Control Date, Midwest ISO will perform congestion management functions with respect to the GridAmerica System consistent with its responsibilities under Attachment K of the Midwest ISO OATT or any other FERC approved congestion management plan that may be administered by Midwest ISO from time to time.

4.1.9 Legal and equitable title to the respective properties comprising the GridAmerica System, including all land and land rights, and to all the Facilities or any facilities with GridAmerica may hereafter build or acquire, shall remain with the respective NDTOs or their affiliates (unless the NDTOs or such affiliates transfer title to another entity) and is not changed by this Agreement. The NDTOs or their affiliates shall retain all rights incident to such legal and equitable title, including, but not limited to, the right, subject to applicable federal or state regulatory approvals and third party rights, to build, acquire, sell, dispose of, use as security

or convey any part of such property, or use such property for purposes other than providing transmission services (such as the use of such property for telecommunications purposes), provided that the exercise of any such rights shall not impair the reliability of the Transmission System.

4.2 Reliability Coordination Service.

4.2.1 On and after the Control Date, Midwest ISO will be the Reliability Coordinator for the Ameren, ATSI, and NIPSCO Zones, and shall enter into any such arrangements as are necessary to perform this function. Midwest ISO shall supply the service specified in Schedule 2 to this Agreement ("Reliability Coordination Service") together, in conjunction with, and as a part of, the reliability coordination function performed by Midwest ISO under the Midwest ISO Agreement.

4.2.2. If appropriate, GridAmerica may take actions to preserve the security of the GridAmerica System before requesting assistance from Midwest ISO. GridAmerica shall inform Midwest ISO of any such actions and coordinate such actions with Midwest ISO.

4.2.3 Notwithstanding any other provision of this Agreement, Midwest ISO may intercede and direct appropriate actions in its role as the regional reliability coordinator (the "Reliability Coordinator"). If such Midwest ISO action is disputed by GridAmerica, Midwest ISO's position shall control pending resolution of the dispute.

4.2.4 Without limiting Midwest ISO's general obligation under this Agreement to ensure non-discriminatory service to GridAmerica, Midwest ISO shall take no discriminatory action in carrying out Reliability Coordination Service which would advantage the transmission transactions scheduled on the system(s) of any other Midwest ISO Members, Owners, other ITCs or Users over transactions scheduled on the GridAmerica System.

ARTICLE 5

PREEXISTING OBLIGATIONS

5.1 GridAmerica and Midwest ISO will execute agency agreements in substantially the same form as Appendix G to the Midwest ISO Agreement, for transmission service provided over distribution facilities owned and operated within the Ameren, ATSI, and NIPSCO Zones by the Ameren Operating Companies, the FirstEnergy Operating Companies, or NIPSCO. Notwithstanding any other provision in Appendix G, the agency authorization shall not be construed as authorizing Midwest ISO to enter into any agreement that creates any liability, cost or other obligation to be borne by the owners or by the GridAmerica Three or Grid America that is not expressly set forth in the Midwest ISO OATT.

5.2 Midwest ISO agrees to assume all rights and obligations under the Ameren, ATSI, and NIPSCO OATT agreements entered into prior to the Control Date, including, but not limited to agreements for network integration service, firm point-to-point transmission service, and generator interconnection service. A list of such agreements is attached as Schedule 3 to this Agreement.

5.3 Midwest ISO will comply with all obligations to provide transmission service incurred by the Ameren Operating Companies, the FirstEnergy Operating Companies, and NIPSCO pursuant to agreements with third parties entered into prior to the effective date of the Ameren, ATSI, and NIPSCO OATTs. Midwest ISO may satisfy these obligations, in whole or in part, through the agreement for network integration service between Midwest ISO and the Ameren Operating Companies, the FirstEnergy Operating Companies, and NIPSCO. A list of such agreements is attached as Schedule 4 to this Agreement. Such agreements shall continue to be performed according to their terms until such time as those agreements may be modified by the Commission; provided, however, that after a transition period of six years from the Control Date, all such loads shall be served directly under the Midwest ISO OATT unless the Commission orders otherwise. The Parties shall commence negotiations to address conversion to the Midwest ISO after the transition period within three years of the Control Date.

5.4 Midwest ISO acknowledges that Ameren, ATSI, and NIPSCO have certain obligations to transmission customers as a result of orders issued by the FERC or other Governmental Authorities. GridAmerica will identify such obligations to Midwest ISO prior to the Control Date. To the extent that GridAmerica is unable to perform such obligations following the Control Date, Midwest ISO will use its best efforts to perform such obligations on GridAmerica's behalf, consistent with the Midwest ISO Agreement and the Midwest ISO Tariff. Nothing in this Section 5.4 shall be construed as relieving Ameren, ATSI, the FirstEnergy Operating Companies or NIPSCO, as the case may be, of these obligations to transmission customers.

5.5 Nothing in this Article 5 requires Midwest ISO to assume obligations for transmission service provided outside of the Ameren, ATSI, and NIPSCO Zones or to perform any act prohibited by law.

ARTICLE 6

SCHEDULING, ATC AND OASIS

6.1 In order to provide for the performance by GridAmerica of its tagging and scheduling functions in accordance with the Delineation of Functions and the integration of those functions with the functions to be performed by Midwest ISO, Midwest ISO shall provide GridAmerica with access to and the right to use its automated scheduling system maintained and hosted by Midwest ISO and having the functionality and performance characteristics described on Schedule 6 under the heading "Scheduling System."

6.2 On or before the Control Date, Midwest ISO shall implement and shall thereafter maintain an Open Access Same-time Information System or Systems ("OASIS") or successor system(s) pursuant to the Midwest ISO OATT. The OASIS shall conform to the requirements for such systems as specified by FERC.

6.3 On and after the Control Date, GridAmerica and Midwest ISO shall review and approve, as appropriate, requests for service and schedule transmission transactions occurring over the GridAmerica System in the manner set forth in the Delineation of Functions. GridAmerica and Midwest ISO shall also determine available transmission capability for the

GridAmerica System in the manner set forth in the Delineation of Functions. In order to provide for the performance by GridAmerica of its AFC functions in accordance with the Delineation of Functions and the integration of those functions with the functions to be performed by Midwest ISO, (i) Midwest ISO shall make available to GridAmerica the data and other services described on Schedule 6 under the heading "AFC System - Midwest ISO Obligations" and (ii) GridAmerica shall design, implement, host and maintain an automated AFC system having the functionality and performance characteristics described on Schedule 6 under the heading "AFC System - GridAmerica Obligations." GridAmerica agrees that Midwest ISO shall be a permitted licensee of any third party software or other intellectual property included in the GridAmerica AFC system and any agreements with vendors in respect of any components of the GridAmerica AFC system shall be freely assignable to MISO at no cost (other than ongoing payments under such agreements that would be the obligation of GridAmerica in the absence of any such assignment).

ARTICLE 7

RATINGS AND TRANSMISSION MAINTENANCE

7.1 On and after the Control Date, GridAmerica shall provide to Midwest ISO ratings and operating procedures for the Facilities that make up the GridAmerica System subject to dispute resolution as set forth in Appendix D to the Midwest ISO Agreement if Midwest ISO disagrees. GridAmerica's position shall prevail pending resolution of the dispute.

7.2 On and after the Control Date, GridAmerica may set its own transmission maintenance and outage schedules (subject to dispute resolution pursuant to Section 12 hereof if Midwest ISO objects to such schedules). GridAmerica shall coordinate such transmission maintenance and outage schedules with Midwest ISO as described in the Delineation of Functions. With regard to disputes concerning such schedules, GridAmerica's position shall prevail pending resolution of the dispute, unless Midwest ISO, acting in its role as Reliability Coordinator under Section 4.2 hereof, determines that system security is involved, in which case Midwest ISO's determination shall prevail pending resolution of the dispute. GridAmerica shall maintain the Facilities in accordance with Good Utility Practice. In order to provide for the performance by GridAmerica of its outage scheduling functions in accordance with the Delineation of Functions, Midwest ISO agrees to design and implement those changes to its outage scheduler described on Schedule 6 under the heading "Outage Scheduler".

ARTICLE 8

CONSTRUCTION AND PLANNING; BEST PRACTICES CONSULTANCY

8.1 On and after the Control Date, and until the implementation of planning processes and protocols pursuant to Section 8.2 of this Agreement, GridAmerica shall plan the GridAmerica System in coordination with Midwest ISO consistent with the Delineation of Functions and the provisions and protocols provided for in Appendix B to the Midwest ISO Agreement. Midwest ISO has the same obligations and responsibilities to GridAmerica that Midwest ISO has to Owners under Appendix B of the Midwest ISO Agreement.

8.2 The Parties agree to develop and implement streamlined coordinated planning processes and protocols which grant GridAmerica, as a fully independent ITC, greater discretion and authority to plan its system to meet customer needs than is currently granted to Owners under Appendix B to the Midwest ISO Agreement. To the extent required by applicable law, any such plan shall be approved by FERC prior to implementation.

8.3 Notwithstanding any other provisions of this Article 8, GridAmerica shall use commercially reasonable efforts to construct transmission facilities as directed by Midwest ISO consistent with the provisions of Article Four, Section I.C of the Midwest ISO Agreement.

8.4 For a period of one year following the Control Date, GridAmerica will provide a consultancy service to Midwest ISO to assist Midwest ISO in the development of transmission best practices and will provide Midwest ISO with advice on enhancing existing assets, asset management and replacement, lifetime asset rating enhancements, safety matters, latest technology applications, real time monitoring capability and rating, matters relating to maintenance of facilities and outage optimization, both before and during implementation of day ahead and real time markets.

ARTICLE 9

RESPONSIBILITY FOR GENERATOR INTERCONNECTION SERVICE

On and after the Control Date, GridAmerica shall be responsible for generator interconnection service within the Ameren, ATSI, and NIPSCO Zones and shall have the right to establish the terms and conditions thereof, provided that FERC has approved GridAmerica's procedures and form of agreement for such interconnection service. Until FERC approval of such procedures and form of agreement, on and after the Control Date, Midwest ISO's interconnection protocols shall govern GridAmerica's provision of generator interconnection service within the Ameren, ATSI, and NIPSCO Zones, except to the extent provided in Section 5.2. The Parties also recognize that the Commission has issued a Notice of Proposed Rulemaking regarding generator interconnection agreements and procedures in Docket No. RM02-1 and intend that GridAmerica will fully comply with FERC's policy on generator interconnections.

ARTICLE 10

Market and Other Monitoring, Penalties

10.1 On and after the Control Date, Midwest ISO, in accordance with FERC policy and directives, will conduct market monitoring within the Ameren, ATSI, and NIPSCO Zones consistent with the terms of Article 8 of the Midwest ISO Agreement.

10.2 On and after the Control Date, Midwest ISO shall impose and collect penalties within the Ameren, ATSI, and NIPSCO Zones as currently provided in Article 8 of the Midwest ISO Agreement and the Midwest ISO OATT.

ARTICLE 11

RATES AND REVENUE DISTRIBUTION

11.1 In a Section 205 rate case to be filed prior to the operation of GridAmerica within the Midwest ISO, Midwest ISO will support the recovery of lost revenues of each of the GridAmerica Three resulting from the elimination of multiple zonal transmission rate charges and the corresponding revenue allocation consistent with the treatment of other Owners and ITCs. The Parties will immediately commence and participate in a collaborative process with the Owners and other Midwest ISO stakeholders regarding such lost revenues and distribution method necessary to achieve these goals. Nothing herein shall be construed as a waiver of any of the Parties' rights to file with FERC for changes to the Midwest ISO pricing and revenue distribution protocols. GridAmerica reserves the right to proffer as part of such filing, individually or with other companies, the Alliance rate design endorsed by FERC in its April 25, 2002 *Order on Petition for Declaratory Order* in Docket Nos. EL02-65-000, et al. Nothing in this Agreement will preclude GridAmerica or the NDTOs from participating in or protesting any such FERC filings and proceedings.

11.2 On and after the Control Date, Midwest ISO shall distribute to GridAmerica or the NDTOs (at the election of GridAmerica or the NDTOs) on a monthly basis any amounts due to GridAmerica or the NDTOs which result from the provision of transmission service under the Midwest ISO OATT, consistent with Appendix C to the Midwest ISO Agreement and this Agreement. GridAmerica may take no unilateral action which interferes with or affects the revenue distribution provided for in Appendix C of the Midwest ISO Agreement or which interferes with the collection by Midwest ISO of the revenues due it for services it provides or arranges pursuant to the Midwest ISO OATT, unless such action by GridAmerica has been approved by the FERC. GridAmerica shall have periodic (no more frequently than quarterly) audit rights with respect to revenue distribution and shall be entitled to have any discrepancies resolved within 90 days of the identification of the problem.

11.3 Rate and Tariff Term Dovetailing.

11.3.1 On and after the Control Date, Midwest ISO shall charge the Ameren, ATSI, and NIPSCO Zonal Rates for all applicable transactions under the Midwest ISO OATT. In the development of regional rates, Midwest ISO shall use the Ameren, ATSI, and NIPSCO Zonal Rates as an input to the rate calculations.

11.3.2 Midwest ISO will support the use of the existing Ameren, ATSI, and NIPSCO OATT rates and rate design for use within the Ameren, ATSI, and NIPSCO Zones, respectively, and will permit Ameren, ATSI, and NIPSCO, at their option, to convert their OATT rates for network integration service to a formula rate or a stated rate. Midwest ISO will support the use of Ameren, ATSI, and NIPSCO's rate structure for operations within Midwest ISO to the greatest extent possible.

11.3.3 To facilitate competition in wholesale power markets, Midwest ISO will either discount its total charges in the Midwest ISO OATT for Drive-Out and Drive-Through Service or make a Section 205 application with the FERC to lower the cap on its total charges in

the Midwest ISO OATT for Drive-Out and Drive-Through Service. The new cap on its total charges for Drive-Out and Drive-Through Service, whether achieved by discount or application to the FERC, will be formulated to provide flexibility for the Midwest ISO to maximize revenue while minimizing the charges applicable to this service. The GridAmerica and the NDTOs may intervene in and/or protest the Section 205 filing described in this section.

ARTICLE 12

PERFORMANCE MANAGEMENT; DISPUTE RESOLUTION

12.1 Each of GridAmerica and Midwest ISO shall designate a senior executive to serve as performance manager (the "Performance Manager") under this Agreement and who shall have overall responsibility for the quality of performance by such Party of its functions pursuant to the Delineation of Functions. The Performance Managers shall meet at least quarterly to review the respective performance by each Party of its functions under the Delineation of Functions, the compliance or lack of compliance with any of the performance standards setout in Schedule 6 and any other matters relating to the quality of performance by the Parties, and based on such review shall agree on any necessary remedial action and/or methods to improve performance. In order for such quarterly reviews to be successful, GridAmerica and Midwest ISO agree to freely exchange performance data and other information helpful for the evaluation and improvement of performances.

12.2 In order to facilitate the performance by each of GridAmerica and Midwest ISO under this Agreement, (i) each Party shall prepare and implement appropriate disaster recovery plans, (ii) will cooperate in the design and implementation of appropriate testing and trialing protocols, and (iii) Midwest ISO will provide for necessary training on its systems and will provide a customer care capability on a twenty-four hour per day, seven days per week basis.

12.3 Any dispute as to any matter not governed by the terms of the Midwest ISO OATT and arising under or in connection with this Agreement between or among GridAmerica and Midwest ISO, any Owner, or any other Member shall be subject to the same dispute resolution procedures as are set forth in Appendix D to the Midwest ISO Agreement.

ARTICLE 13

PROVISIONS REGARDING COSTS

13.1 In consideration of GridAmerica's performance of (a) its functions as an ITC set forth in the Delineation of Functions, Midwest ISO will compensate GridAmerica in the amount of \$9,500,000 per year, (b) its functions performed as a contractor to Midwest ISO set forth in the Delineation of Functions, Midwest ISO will compensate GridAmerica in the amount of \$1,000,000 per year for each year or part thereof during which GridAmerica performs such functions as set forth in Section 4.1.2 hereof and (c) the consultancy services to be provided pursuant to Section 8.4 for the one year period following the Control Date, and the resulting cost savings to Midwest ISO, Midwest ISO will compensate GridAmerica in the amount of \$1,500,000 per year. For each twelve month period following the Control Date, Midwest ISO will pay GridAmerica one-twelfth of the aggregate amount of compensation payable to

GridAmerica for such twelve month period on the 15th day of each month during such twelve month period, which amount shall be subject to adjustment as follows:

13.1.1 GridAmerica's annual compensation shall be adjusted to reflect changes in the CPI Index as follows:

(a) No adjustment shall be made unless on any anniversary of the Control Date, the CPI Index on such anniversary is at least 103% of the CPI Index on the Control Date.

(b) On the anniversary of the Control Date on which the CPI Index is at least 103% of the CPI Index on the Control Date, GridAmerica's annual compensation shall be adjusted by multiplying the amount of GridAmerica's compensation in the immediately preceding year by the sum of one plus the percentage increase in the CPI Index on such anniversary over the CPI Index on the Control Date.

(c) Thereafter, GridAmerica's annual compensation shall be adjusted on each subsequent anniversary of the Control Date by multiplying the amount of GridAmerica's compensation in the immediately preceding year by the sum of one plus the percentage increase in the CPI Index on such anniversary date over the CPI Index on the first day of such preceding year.

13.1.2 GridAmerica will implement any necessary modifications to its operations to support Midwest ISO's locational marginal pricing and other aspects of standard market design on unified, region-wide market basis. If as a result of the foregoing, there is a material change in the functions performed by GridAmerica, and as a result, either GridAmerica believes that its compensation should be increased or Midwest ISO believes that its compensation should be decreased as a result of changes in such functions, either Party, by written notice to the other may request that the amount of GridAmerica's annual compensation be the subject of good faith negotiations; provided, however, that if the Parties are not able to agree, either Party shall have the right to commence an appropriate proceeding before the FERC to establish whether GridAmerica's compensation should be changed the amount of any appropriate change.

13.1.3 In performing functions as contractor to Midwest ISO, GridAmerica will, to the degree practicable, locate personnel in Midwest ISO's Carmel, Indiana, facility at no additional cost to Midwest ISO.

13.2 Midwest ISO will make no special assessment or other allocation to GridAmerica or other Midwest ISO Owners or ITCs of capital costs associated with the development and implementation of a standard market design. In the event that a standard market design is required by the FERC or otherwise proposed by Midwest ISO, Midwest ISO will present its proposal to recover the costs of development and implementing the standard market design to its stakeholders. The recovery mechanism proposed by Midwest ISO, including any Section 205 application to the FERC, must provide for recovery of standard market design costs from all market participants through a user based mechanism consistent with Midwest ISO Schedule 10. GridAmerica and the NDTOs may intervene in or protest any such filing or FERC proceeding.

13.3 Midwest ISO will make no special assessment or other allocation to GridAmerica or other Midwest ISO Owners or ITCs of capitalized costs associated with the integration of the

Southwest Power Pool, its transmission owners or members into Midwest ISO. Midwest ISO will recover such costs under Midwest ISO Schedule 10.

ARTICLE 14

INCLUSION OF ADDITIONAL FACILITIES BY GRIDAMERICA

In the event that GridAmerica acquires or otherwise operates transmission facilities not identified in Schedule 1 to this Agreement, such facilities shall not be deemed "Facilities" or become part of the "GridAmerica System" unless GridAmerica so chooses to designate or assign such facilities, such designation or assignment may occur on a case-by-case basis or on a continuous basis at GridAmerica's option. In no event, however, shall any such facilities be deemed to be "Facilities" or become part of the "GridAmerica System" unless they are located in or electrically interconnected to Midwest ISO systems.

ARTICLE 15

CHANGES OR AMENDMENTS TO THIS AGREEMENT

This Agreement may not be amended or changed without the written agreement of the Parties and acceptance by FERC, as required.

ARTICLE 16

GENERAL RESPONSIBILITIES

16.1 On and after the Control Date, Midwest ISO shall have with respect to its relationship with GridAmerica, and performance of RTO Services contemplated by this Agreement, all those responsibilities to GridAmerica, which Midwest ISO has to other ITC within Midwest ISO, as well as all other obligations of Midwest ISO set forth in Article Three, Sections III and IV of the Midwest ISO Agreement.

16.2 Midwest ISO and its directors, officers, employees, contractors and agents shall, at all times, adhere to the Standards of Conduct set forth in Appendix A to the Midwest ISO Agreement.

16.3 GridAmerica will be subject to Article Four, Section II of the Midwest ISO Agreement in the same manner as an Owner.

16.4 On and after the Control Date, GridAmerica shall be subject to Midwest ISO's Enforcement Authority in the same manner as an Owner under Article Three, Section V of the Midwest ISO Agreement.

16.5 On and after the Control Date, Midwest ISO shall maintain on its website a listing of all members of GridAmerica holding "Class A Units" and the number of "Class A Units" held by such member. GridAmerica shall promptly notify Midwest ISO of any issuance of "Class A Units" and any conversion of "Class B Units" into "Class A Units."

ARTICLE 17

ASSUMPTION OF LIABILITY

17.1 Midwest ISO shall assume liability for any injury or damage to persons or property arising from Midwest ISO's own acts or neglect, including the acts or neglect of its Representatives and contractors, and shall release, indemnify and hold harmless GridAmerica from and against all damages, losses, claims, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising from Midwest ISO's gross negligence or willful misconduct in the performance of its duties under this Agreement, except in cases where, and only to the extent that, the gross negligence or willful misconduct of GridAmerica or its Representatives or contractors contributes to the claimed injury or damage.

17.2 GridAmerica shall assume liability for any injury or damage to persons or property arising from its own acts or neglect, including the acts or negligence of its Representatives or contractors, and shall indemnify and hold harmless Midwest ISO from any damages, losses, claims, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or of third parties, arising from GridAmerica's gross negligence or willful misconduct in performing its duties under this Agreement, except in cases where, and only to the extent that, the gross negligence or willful misconduct of Midwest ISO or its Representatives or contractors contributes to the claimed injury or damage. For purposes of Article Two, Section VIII(C) of the Midwest ISO Agreement, GridAmerica and the NDTOS shall be treated as Owners. Nothing in this Agreement shall preclude GridAmerica from seeking indemnification or recovery from its NDTOS.

17.3 GridAmerica shall not be liable to Midwest ISO for any action taken at the direction of Midwest ISO, except in cases of the failure to comport with good business practice or gross negligence or willful misconduct of GridAmerica.

17.4 If a Party (or its Representative(s) or contractor(s)) entitled to indemnification or assumption of liability by the other Party under this Agreement (an "Indemnitee") receives written notice of the assertion of any claim or of the commencement of any claim, action, or proceeding made or brought by any person or entity who is not a Party to this Agreement or any affiliate of a Party to this Agreement (a "Third Party Claim") with respect to which indemnification or assumption of liability is to be sought from the other Party (an "Indemnifying Party"), the Indemnitee will give such Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) days after the Indemnitee's receipt of written notice of such Third Party Claim. Such notice shall describe the nature of the Third Party Claim in reasonable detail. The Indemnifying Party will have the right to participate in or, by giving written notice to the Indemnitee, to elect to assume the defense of, any Third Party Claim at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel, and the Indemnitee will cooperate in good faith and may participate in such defense at such Indemnitee's own expense.

17.5 If within ten (10) calendar days after an Indemnitee provides written notice to the Indemnifying Party of any Third Party Claim, the Indemnitee receives written notice from the

Indemnifying Party that such Indemnifying Party has elected to assume the defense of such Third Party Claim as provided in the last sentence of Section 17.4, the Indemnifying Party will not be liable for any legal expenses subsequently incurred by the Indemnitee in connection with the defense thereof; provided, however, that the Indemnitee may assume its own defense by giving written notice to the Indemnifying Party, and the Indemnifying Party will be liable for all reasonable expenses thereof, (i) if the Indemnitee at any time reasonably determines that there may be a conflict between the positions of the Indemnifying Party and of the Indemnitee in conducting the defense of any Third Party Claim, or that there may be legal defenses available to any Indemnitee different from or in addition to those available to the Indemnifying Party; or (ii) if the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Third Party Claim within twenty (20) calendar days (unless waiting twenty (20) calendar days would prejudice the Indemnitee's rights) after receiving notice from the Indemnitee that the Indemnitee believes the Indemnifying Party has failed to take such steps. If, within ten (10) calendar days after an Indemnitee has provided written notice to the Indemnifying Party of any Third Party Claim, the Indemnifying Party has not given written notice to the Indemnitee that such Indemnifying Party has elected to assume the defense of such Third Party Claim, the Indemnifying Party shall be liable for any legal expenses subsequently incurred by the Indemnitee in connection with the defense thereof. Without the prior written consent of the Indemnitee, the Indemnifying Party will not enter into any settlement of any Third Party Claim. If the Indemnifying Party desires to enter into a settlement of any Third Party Claim, and such settlement would neither (i) lead to liability or create any financial or other obligation on the part of the Indemnitee for which the Indemnitee is not entitled to indemnification or assumption of liability by the other Party hereunder, or (ii) reasonably be construed as an admission of culpability or liability by the Indemnitee or expected to create an adverse precedent which could undermine the Indemnitee's defense of or position with respect to any future claims by third parties; then, in such event, the Indemnifying Party will give written notice to the Indemnitee to that effect. If the Indemnitee fails to consent to such settlement within ten (10) business days after its receipt of such notice, the Indemnitee may assume or continue the defense of such Third Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim will be the amount of such settlement offer, plus reasonable costs and expenses paid or incurred by the Indemnitee up to the date of such notice. Notwithstanding the foregoing, the Indemnitee shall have the right to pay, compromise, or settle any Third Party Claim at any time, provided that in such event the Indemnitee shall waive any right to indemnify or assumption of liability hereunder unless the Indemnitee shall have first sought the consent of the Indemnifying Party in writing to such payment, settlement, or compromise and such consent was either obtained or was unreasonably withheld or delayed, in which event no claim for indemnification or assumption of liability with respect thereto shall be waived.

17.6 Any claim by an Indemnitee under this Article 17 which does not result from a Third Party Claim (a "Direct Claim") will be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, stating the nature of such claim in reasonable detail and indicating the estimated amount, if practicable (provided that such estimate shall in no event limit the amount which the Indemnitee is entitled to recover under this Article 17, but in any event not later than thirty (30) calendar days after the Indemnitee becomes aware of such Direct Claim, and the Indemnifying Party will have a period of thirty (30) calendar days within which to respond to such Direct Claim. If the Indemnifying Party does not respond within such thirty (30) calendar day period, the Indemnifying Party will be deemed to have accepted such Direct

Claim. If the Indemnifying Party rejects such Direct Claim, the Indemnitee may seek enforcement of its rights under this Agreement.

17.7 If the amount of any loss or damages recoverable under this Article 17, at any time subsequent to the making of a payment in respect thereof, is reduced by recovery, settlement, or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement, or payment by or against any other entity, the amount of such reduction, less any costs, expenses, or premiums incurred in connection therewith (together with interest thereon from the date of payment thereof at the prime rate as published in *The Wall Street Journal*) will promptly be repaid by the Indemnitee to the Indemnifying Party. Upon making any indemnity payment, the Indemnifying Party will, to the extent of such indemnity payment, be subrogated to all rights of the Indemnitee against any third party in respect of the claim to which the payment relates; provided, however, that until the Indemnitee recovers full payment of its loss or damages, any and all claims of the Indemnifying Party against any such third party on account of said payment are hereby made expressly subordinated and subjected in right of payment to the Indemnitee's rights against such third party. Without limiting the generality or effect of any other provision hereof, each such Indemnitee and Indemnifying Party will duly execute upon request all instruments reasonably necessary to evidence and perfect the above-described subrogation and subordination rights.

17.8 A failure to give timely notice as provided in this Article 17 will not affect the rights or obligations of any Party hereunder except if, and only to the extent that, as a result of such failure, the Party which was entitled to receive such notice was actually prejudiced as a result of such failure.

ARTICLE 18

CONFIDENTIALITY

18.1 Each Party acknowledges the importance to the other Party of preserving the confidentiality of the Confidential Information and that a Disclosing Party will comply with this Article 18 in furnishing Confidential Information to a Recipient in connection with the matters contemplated by this Agreement.

18.2 The Recipient shall treat all Confidential Information as the proprietary, sensitive and strictly confidential information of a Disclosing Party, and shall not reveal, divulge or disclose any Confidential Information, at any time or for any reason, to any person or entity, except to the Representatives of such Recipient who have a need to know such Confidential Information for the purposes authorized in this Agreement; provided that such Representatives have been advised and instructed by such Recipient that the Confidential Information is and is to be treated as strictly confidential in accordance with this Agreement. The Recipient shall safeguard the Confidential Information at least to the same extent that it would its own proprietary, sensitive, and confidential information. The Recipient will instruct all of its Representatives to maintain the confidentiality of all Confidential Information and will be responsible for any breach of any obligation set forth in this Article 18 that is caused by any of them.

18.3 Notwithstanding the foregoing provisions of Section 18.2, the Recipient may disclose Confidential Information to the extent but only to the extent (a) expressly approved by the Disclosing Party in writing or (b) required by law, a court, or a governmental authority (each, an "Authority"), but only if (i) the Recipient attempts to notify the Disclosing Party as far in advance as practicable prior to making disclosure of its intent to disclose Confidential Information and of the content and mode of communication of the disclosure, and (ii) the Recipient cooperates with the Disclosing Party's efforts to obtain a protective order protecting the Confidential Information from disclosure. In addition, if disclosure is required by an Authority, the Recipient to the extent practicable, will (a) promptly notify the Disclosing Party of the circumstances surrounding the requirement, (b) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow the request or requirement, and (c) disclose such Confidential Information only after using all reasonable efforts to comply with clauses (a) and (b) and after cooperating with the Disclosing Party's reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any portion of the Confidential Information designated for such treatment by the Disclosing Party. If such protective order or other assurance is not obtained, the Recipient will furnish only that portion of the Confidential Information that is required, and will seek, to the extent reasonable under the circumstances, to obtain assurances that confidential treatment will be accorded to the Confidential Information by the party(ies) to whom the Recipient is required to disclose. Anything in this Agreement to the contrary notwithstanding, a Recipient may disclose Confidential Information to FERC; provided such disclosure relates to FERC's evaluation or consideration of matters contemplated by this Agreement and provided that the Recipient seeks to the maximum extent permitted by law and by FERC's regulations to compel FERC to keep the information confidential.

18.4 All Confidential Information delivered by a Disclosing Party to a Recipient pursuant to this Agreement shall be and remain the property of the Disclosing Party, and such Confidential Information shall be promptly returned to the Disclosing Party upon request or the termination of this Agreement. Promptly after performing its obligations under the preceding sentence, the Recipient will, upon request, furnish the Disclosing Party with a certificate executed by an officer, certifying such return. That portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for a Recipient and all Confidential Information that is oral will be kept by the Recipient subject to the terms of this Agreement or destroyed. Neither the Recipient nor any of its Representatives shall use the Confidential Information for any purpose whatsoever except to consider, evaluate or effectuate matters or services contemplated by this Agreement.

18.5 The obligations of the Parties under this Article 18 shall survive the termination of this Agreement and shall remain binding for a period of two (2) years thereafter; provided, however, that a Recipient's obligations under Section 18.2 with respect to any trade secrets or other proprietary information that are clearly and conspicuously identified as such by the Disclosing Party at the time of disclosure and under the third sentence of Section 18.4 shall continue, without limitation, and nothing in this Section 18.5 shall limit or be construed to limit the term of protection of any laws otherwise protecting such Confidential Information under intellectual property laws.

18.6 Although each of the Parties hereby agrees to use reasonable efforts to include in Confidential Information furnished to the other Party data and information believed by it to be relevant to the discussions, consideration and effectuation, if any, of any actions or matters contemplated by this Agreement, each Party hereby disclaims and does not make hereby any express or implied representation or warranty concerning the accuracy or completeness of any Confidential Information, and no Disclosing Party shall have liability to a Recipient for Recipient's use of any Confidential Information of the Disclosing Party. In addition, determination of the amount of Confidential Information to be disclosed resides solely with the Disclosing Party and disclosure of information of any nature shall not obligate the Disclosing Party to disclose any further Confidential Information.

18.7 No license to a Party, under any trademark, patent, copyright or other intellectual property right is either granted or implied by the conveying of Confidential Information to such Party. None of the Confidential Information which may be disclosed or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee or inducement by any Party to the other Parties of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights, or other rights of third persons.

18.8 Midwest ISO shall not use or display any logo, tradename, trademark, service mark or other intellectual property of GridAmerica or the GridAmerica Three without the prior written consent of GridAmerica to such use or display. Any use or display by Midwest ISO of any logo, tradename, trademark, service mark or other intellectual property of GridAmerica shall be deemed to be pursuant to a non-exclusive, non-transferable, non-assignable license to use such item solely as consented to by GridAmerica, which license will terminate upon any termination of this Agreement, and shall in no way be construed to mean that Midwest ISO has acquired any ownership interest therein. Other issues related to intellectual property will be addressed in certain of the agreements described in the Participation Agreement dated July 3, 2002.

ARTICLE 19

REPRESENTATIONS, WARRANTIES AND COVENANTS

19.1 In order to induce Midwest ISO to enter into this Agreement, GridAmerica hereby represents and warrants that the statements contained in this Section 19.1 are true and correct.

(a) GridAmerica is a Delaware limited liability company, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, with full power and authority to own, lease, use and operate its properties and to conduct its business as and where owned, leased, used, operated and conducted.

(b) Subject to the receipt by GridAmerica and the GridAmerica Three of any Required Consents, GridAmerica has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby

have been duly authorized by all necessary action on the part of GridAmerica. This Agreement has been duly executed and delivered by GridAmerica and, subject to the receipt by GridAmerica and its affiliates of any Required Consents required by it or any of them, constitutes the legal, valid and binding obligation of GridAmerica, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

(c) Neither the execution and delivery of this Agreement by GridAmerica nor the consummation of the transactions contemplated hereby:

(1) will violate, conflict with, or result in a breach of any provision of its certificate of organization or its limited liability company agreement; or

(2) will violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice, the passage of time or otherwise, would constitute a default) under, require any consent under, or entitle any person (with the giving of notice, the passage of time or otherwise) to terminate, accelerate, modify or call a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of GridAmerica, under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, contract, undertaking, agreement, lease or other instrument or obligation to which GridAmerica is a party, the effect of which will have or is reasonably likely to have, a material adverse effect on the business, properties, condition (financial or otherwise) or results of operations of GridAmerica.

(d) Subject to the receipt by GridAmerica or any of the GridAmerica Three of any Required Consents, all authorizations of and exemptions, actions or approvals by, and all notices to or filings with, any federal Governmental Authority that are required to have been obtained or made by GridAmerica or any of the GridAmerica Three, as the case may be, in connection with the execution and delivery of this Agreement have been obtained or made and are in full force and effect, and all conditions of any such authorizations, exemptions, actions or approvals have been complied with.

19.2 No later than 40 days after the Commission issues one or more Final Orders, GridAmerica shall notify Midwest ISO in writing whether or not such Final Orders constitute an Approval Order.

19.3 In order to induce GridAmerica to enter into this Agreement, Midwest ISO hereby represents and warrants that the statements contained in this Section 19.3 are true and correct.

(a) Midwest ISO is a Delaware non-stock corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, with full power and authority to own, lease, use and operate its properties and to conduct its business as and where owned, leased, used, operated and conducted.

(b) Midwest ISO has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Midwest ISO. This Agreement has been duly executed and delivered by Midwest ISO and, subject to the receipt by Midwest ISO of any Required Consents required by it, constitutes the legal, valid and binding obligation of Midwest ISO, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

(c) Neither the execution and delivery of this Agreement by Midwest ISO nor the consummation of the transactions contemplated hereby:

(1) will violate, conflict with, or result in a breach of any provision of its articles of incorporation; or

(2) will violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice, the passage of time or otherwise, would constitute a default) under, require any consent under, or entitle any person (with the giving of notice, the passage of time or otherwise) to terminate, accelerate, modify or call a default under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Midwest ISO, under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, contract, undertaking, agreement, lease or other instrument or obligation to which Midwest ISO is a party, the effect of which will have or is reasonably likely to have, a material adverse effect on the business, properties, condition (financial or otherwise) or results of operations of Midwest ISO.

(d) All authorizations of and exemptions, actions or approvals by, and all notices to or filings with, any federal Governmental Authority that are required to have been obtained or made by Midwest ISO in connection with the execution and delivery of this Agreement have been obtained or made and are in full force and effect, and all conditions of any such authorizations, exemptions, actions or approvals have been complied with.

19.4 No later than 40 days after the Commission issues one or more Final Orders, Midwest ISO shall notify GridAmerica in writing whether or not such Final Orders constitute an Approval Order.

19.5 During the term of this Agreement and for a period of 12 months after the termination hereof, each Party agrees, that without the prior written consent of the other Party, it will not solicit for employment any employees of such other Party; provided however, that this limitation shall not prevent solicitations addressed to the public generally or preclude a Party from considering for employment employees of the other Party who initiated contact with such Party or who responded to any such general solicitation.

ARTICLE 20

MISCELLANEOUS

20.1 The obligations of the Parties shall be binding on and inure to the benefit of their respective heirs, successors, assigns, and affiliates.

20.2 This Agreement constitutes the Parties' entire agreement concerning the subject matter hereof and may be amended or modified only by a subsequent agreement in writing. A waiver, discharge, amendment, modification, or termination of this Agreement or any provision hereof, shall be valid and effective only if in writing and executed by both Parties. A written waiver of a right, remedy or obligation under a provision of this Agreement will not constitute a waiver of the provision itself, a waiver of any succeeding right, remedy or obligation under the provision, or a waiver of any other right, remedy, or obligation under this Agreement. Any delay or failure by a Party in enforcing any obligation or in exercising any right or remedy shall not operate as a waiver of it or affect that Party's right later to enforce the obligation or exercise the right or remedy, and a single or partial exercise of a right of remedy by a Party does not preclude any further exercise of it or the exercise of any other right or remedy of that Party.

20.3 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect or with respect, such provision in all other respects and the remaining provisions of this Agreement, shall nevertheless continue in full force and effect without being impaired or invalidated and shall be enforced to the full extent permitted by law.

20.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

20.5 Every notice, consent or approval required or permitted under this Agreement shall be valid only if in writing, delivered personally or by mail, confirmed telefacsimile, or commercial courier, and sent by the sender to each other Party at its address or number below, or to such other address or number as each Party may designate by notice to the other Party. A validly given notice, consent or approval will be effective when received if delivered personally or by telefacsimile, or commercial courier, or certified mail with return receipt requested, postage prepaid.

If to GridAmerica, to:

Nick Winsor
Senior Vice President
National Grid USA
25 Research Drive
Westborough, MA 01582
(508) 389-2855

If to Midwest ISO, to:

Midwest Independent transmission System Operator, Inc.
701 City Center Drive
Carmel, IN 46032
Attention: James P. Torgerson, President and CEO
Fax No.: (317) 249-5945

20.6 This Agreement shall be construed and enforced according to the laws of the State of New York (other than the choice of law provisions thereof), except to the extent preempted by the federal law of the United States of America.

20.7 As used in this Agreement, the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section, paragraph, or other subdivision. Unless the context of this Agreement otherwise requires, (a) words of any gender will be deemed to include each other gender; (b) words using the singular or plural number will also include the plural or singular number, respectively; (c) the terms or "Section" or "subparagraph" will refer to the specified Section or subparagraph of this Agreement; (d) the term "or" will mean "and/or"; and. (e) the headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

20.8 If a Recipient breaches or threatens to breach any of its obligations contained in Article 18 of this Agreement, the Disclosing Party of the pertinent Confidential Information will be deemed to be irreparably harmed and entitled to seek the issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages caused by breach, and to any other remedies provided by applicable law. The non-breaching Party shall also be entitled to recover its attorneys' fees and costs incurred as a result of such breach.

20.9 Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that (i) GridAmerica may assign its rights and obligations hereunder without such consent to any successor entity by reason of a merger, consolidation, reorganization, sale of assets, spin-off, foreclosure or other transaction, as a result of which substantially all of the Facilities are acquired by such successor; and (ii) Midwest ISO may assigns its rights and obligations hereunder without such consent to any successor entity by reason of a merger, consolidation, reorganization, sale of assets, spin-off, foreclosure or other transaction, as a result of which substantially all of the assets of Midwest ISO are acquired by such successor.

20.10 The Parties hereto acknowledge and agree that in the performance of their respective duties and obligations hereunder they are acting as independent contractors of each other, and neither Party shall represent that an employer/employee, partnership, joint venture, or agency relationship exists between them or between GridAmerica any Owner or other Member, nor shall either Party have the power nor will either Party represent that it has the power to bind the other Party hereto to any contract or agreement.

20.11 Upon the reasonable request of the other Party, each Party hereto agrees to take any and all such actions as are necessary or appropriate to give effect to the terms set forth in this Agreement and are not inconsistent with the terms hereof.

20.12 This Agreement shall not be construed, interpreted, or applied in such a manner as to cause GridAmerica to be in material breach, anticipatory or otherwise, of any agreement (in effect on the Effective Date) between GridAmerica and one or more third parties for the joint ownership, operation, sharing (including costs, responsibilities and/or revenues) or maintenance of any electrical facilities covered by this Agreement. GridAmerica shall discuss with Midwest ISO any material conflict between any such third-party joint agreement and this Agreement raised by a third party to such joint agreement, but the resolution of such a conflict shall be and remain within the sole discretion of GridAmerica; provided, however, that GridAmerica shall, if otherwise unresolved, utilize available remedies and dispute resolution procedures to resolve such conflict, including, but not limited to, submitting such conflict to FERC for resolution; provided, further, that in no event shall GridAmerica enter into a resolution of such conflict which would impair the reliability of the Transmission System.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

MIDWEST INDEPENDENT TRANSMISSION SYSTEM
OPERATOR, INC.

By: \s\ *James P. Torgerson*

Name: James P. Torgerson

Title: President and CEO

GRIDAMERICA LLC

By: \s\ Nicholas P. Winser

Name: Nicholas P. Winser

Title: Chief Executive Officer

SCHEDULE 1

[LIST OF TRANSMISSION FACILITIES]

LIST OF AmerenCIPS FACILITIES
TO BE TRANSFERRED TO GRIDAMERICA FOR OPERATIONS

345 kV Lines

LINE NAME	
Albion, South - Gibson (PSI)	Note 1
Casey, West - Breed (IMP Co.)	Note 1
Casey, West - Kansas, West	
Coffeen - Coffeen, North	
Coffeen, North - Holland, NW	
Coffeen - Pana North	
Holland - Neoga, South	
Pawnee, West - Kincaid (CE)	
Neoga, South - Casey, West	
Newton - Casey, West	
Newton - Xenia	
West Frankfort, East - Shawnee (TVA)	Note 2
West Frankfort, East - Norris City, North	
Xenia - Mt. Vernon (IP)	Note 1

230 kV Lines

LINE NAME	
W. Frankfort - Joppa	

161 kV Lines

LINE NAME	
Joppa (EEInc) - Marion South	
N. Marblehead - Palmyra (UE)	Note 1

Note 1: This line is owned by CIPS and the company whose abbreviation is in parentheses.

Note 2: CIPS, IP and TVA own portions of this 345 kV line.

LIST OF AmerenCIPS FACILITIES
TO BE TRANSFERRED TO GRIDAMERICA FOR OPERATIONS

138 kV Lines

LINE NAME
Norris City - Albion, South
West Frankfort-Benton, Northwest
West Frankfort-Carbondale, Northwest
Benton, Northwest - Mt. Vernon 42nd St.
West Frankfort - West Frankfort, East
West Frankfort, East - Herrin, East
Herrin, East - Crab Orchard
Crab Orchard - Marion, South
Joppa (CIPS) - Joppa North Bus (EEInc)
West Frankfort - Muddy
Muddy - Crab Orchard
Grand Tower - Carbondale, Northwest
Grand Tower - Makanda, North
Makanda, North - Marion, S
Grand Tower - Steelville (IP)
Macomb, West - Macomb, Northeast
Macomb, Northeast - Niota
Macomb, West - Ipava, South
Meredosia, East - South Clayton
Quincy, East - South Clayton
Macomb, West - South Clayton
Murdock - Tuscola, West
Tuscola, West - Mattoon, West
Murdock - Kansas, West
Kansas, West - Mattoon, East
Mattoon, East - Mattoon, West
Mattoon, West - Neoga, South
Kansas, West - Hutsonville
Taylorville, South - Pana, North
Pana, North - Ramsey, East
Pana, North - Shelbyville, south
Ramsey, Ease - Kinmundy
Kinmundy - Louisville, South
Effingham, 138 kV - Newton
Effingham, 138 kV - Neoga, South
Shelbyville - South - Neoga, South
Neoga, South - Hutsonville
Newton - Louisville
Louisville - Olney, N
Olney, N - Albion, South
Newton - Marathon Oil Co.
Lawrenceville, South - Marathon Oil Co.
Hutsonville - Marathon Oil Co.
Olney, North - Lawrenceville, South
Lawrenceville, south - Vincennes (PSI)

LIST OF AmerenCIPS FACILITIES
TO BE TRANSFERRED TO GRIDAMERICA FOR OPERATIONS

Ipava, South - Havana (IP)
Ipava, South - Meredosia, East
Ipava, South - Canton, South
Marblehead, North - Quincy, South
Quincy, East - Quincy, South
Meredosia, East - Jacksonville Ind. Park
Auburn, North - Jacksonville Ind. Park
Auburn, North - Pawnee, West
Pawnee, West - Jerseyville, Northwest
Meredosia, East - Jerseyville, Northwest
Pawnee, West - Taylorville, south
Watseka - Paxton, East
Watseka - Goodland (NIPSCo)
Paxton, East - Sidney (IP)
Sidney (IP) - Rantoul Junction
Paxton, East - Gibson City
Gibson City - Brokaw (IP)
Rantoul Junction - Rantoul
Rantoul - Rising (IP)
Rantoul Junction - Murdock
Paxton, East - Hoopeston, West
Hoopeston - Vermilion (IP)
Meredosia, East - Quincy, East

LIST OF AmerenCIPS FACILITIES
TO BE TRANSFERRED TO GRIDAMERICA FOR OPERATIONS

138 kV Lines

LINE NAME
Auburn, North - Jacksonville Ind. Park
Auburn, North - Pawnee, West
Benton, Northwest - Mt. Vernon 42nd St.
Crab Orchard - Marion, South
Effingham, 138 kV - Neoga, South
Effingham, 138 kV - Newton
Gibson City - Brokaw (IP)
Grand Tower - Carbondale, Northwest
Grand Tower - Makanda, North
Grand Tower - Steelville (IP)
Herrin, East - Crab Orchard
Hoopeston - Vermilion (IP)
Hutsonville - Marathon Oil Co.
Ipava, South - Canton, South
Ipava, South - Havana (IP)
Ipava, South - Meredosia, East
Joppa (CIPS) - Joppa North Bus (EEInc)
Kansas, West - Hutsonville
Kansas, West - Mattoon, East
Kinmundy - Louisville, South
Lawrenceville, South - Marathon Oil Co.
Lawrenceville, south - Vincennes (PSI)
Louisville - Olney, N
Macomb, Northeast - Niota
Macomb, West - Macomb, Northeast
Macomb, West - South Clayton
Macomb, West - Ipava, South
Makanda, North - Marion, S
Marblehead, North - Quincy, South
Mattoon, East - Mattoon, West
Mattoon, West - Neoga, South
Meredosia, East - Jacksonville Ind. Park
Meredosia, East - Jerseyville, Northwest
Meredosia, East - Quincy, East
Meredosia, East - South Clayton
Muddy - Crab Orchard
Murdock - Kansas, West
Murdock - Tuscola, West

138 kV Lines

LINE NAME
Neoga, South - Hutsonville
Newton - Louisville
Newton - Marathon Oil Co.
Norris City - Albion, South
Olney, N - Albion, South
Olney, North - Lawrenceville, South
Pana, North - Ramsey, East
Pana, North - Shelbyville, south
Pawnee, West - Jerseyville, Northwest
Pawnee, West - Taylorville, south
Paxton, East - Gibson City
Paxton, East - Hoopeston, West
Paxton, East - Sidney (IP)
Quincy, East - Quincy, South
Quincy, East - South Clayton
Ramsey, Ease - Kinmundy
Rantoul - Rising (IP)
Rantoul Junction - Murdock
Rantoul Junction - Rantoul
Shelbyville - South - Neoga, South
Sidney (IP) - Rantoul Junction
Taylorville, South - Pana, North
Tuscola, West - Mattoon, West
Watseka - Goodland (NIPSCo)
Watseka - Paxton, East
West Frankfort - Muddy
West Frankfort - West Frankfort, East
West Frankfort, East - Herrin, East
West Frankfort-Benton, Northwest
West Frankfort-Carbondale, Northwest

LIST OF AmerenCIPS FACILITIES
TO BE TRANSFERRED TO GRIDAMERICA FOR OPERATIONS

345 kV Lines

LINE NAME
Bland-Franks-3
Cahokia-Roxford-4
Callaway-Bland-1
Joppa 345-Kelso-1
Kelso-Lutesville-1
Labadie-Bland-3
Labadie-Montgomery-4
Labadie-Tyson-1
Labadie-Tyson-2
Lutesville-St. Francois-1
Mason-Labadie-3
Mason-Labadie-4
Mason-Sioux-7
Montgomery-Callaway-7
Montgomery-Callaway-8
Montgomery-Spencer Creek-1
Montgomery-Overton-5 (Note1)
Palmyra Tap-Palmyra(AECI)
Palmyra Tap-Substation T-1
Rush Island-St. Francois-1
Rush Island-Tyson-1
Rush Island-Tyson-2
Spencer Creek-Palmyra Tap
Shawnee(TVA)-Joppa 345-1
Sioux-Montgomery-6
Substation T-Hills-6
Sioux-Roxford-5

Note 2

230 kV Lines

LINE NAME
Cahokia - Pinkneyville-1
Pinkneyville - West Frankfort-1

161/138 kV Lines

LINE NAME
Belleau - General Motors - 3
Belleau - Troy(AECI) - 1
Rivermines-Cape-1

--- Dardenne 138/161 kV transformer in series with line
--- Dardenne 138/161 kV transformer in series with line
--- Fredericktown 138/161 kV transformer in series with line

Note 1: McCredie Tap on Montgmrery-Overton-5 is a tie with AECI

Note 2: This line is owned by UE and the company whose abbreviation is in parentheses.

161 kV Lines

LINE NAME
Adair-Appanoose(MEC)-2
Barnett(AECI)-California-1
Big Creek(AECI) - Warrenton -3
California-Overton-1
Cape-Joppa(EEI)-1
Cape-Kelso-2
Cape - Kelso - 3
Clark - Cominco - 2
Clark - Pilot Knob - 1
Eldon - Barnett(AECI) - 1
Fletcher (AECI)- Cominco-1
Fletcher (AECI)- Pilot Knob-2
Fletcher (AECI)- Sweetwater-3
General Motors - Point Prairie-3
Guthrie - Overton - 3
Kelso - Miner - 2
Kelso - Stoddard - 3
Maurer Lake - Carrollton(KCPL)-4
Miner - Sikeston (SPA)- 1
Missouri City(KCLP)-Maurer Lake-5
Montgomery - Guthrie - 3
Osage - Eldon - 1
Overton - Moberly - 1
Overton-Sedalia(MPS)-1
Palmyra-N. Marblehead(CIPS)-1
Palmyra - Viele (ALTW)- 2
Pike - Palmyra - 2
Point Prairie-Big Creek(AECI)-3
Salisbury (KCP&L) -Moberly-10
Thomas Hill(AECI)-Adair-1
Troy(AECI) - Pike - 1
Warrenton - Montgomery - 3

Note 2

Note 2

Note 2

Note 2

Note 2

Note 2

Note 2

LIST OF AmerenUE FACILITIES
TO BE TRANSFERRED TO GRIDAMERICA FOR OPERATIONS

138 kV Lines

LINE NAME
Arnold-Meramec-3
Ashley-Venice-2
Belleau - General Motors - 3
Belleau - Pike - 1
Baumgartner-Watson-1
Berkeley-Sioux-1
Berkeley-Sioux-2
Buck Knob-Selma-2
Cahokia-Ashley-2
Cahokia-Central-1
Cahokia-Central-2
Cahokia-Dupo Ferry(IP)-1
Cahokia-Meramec-1
Cahokia-Meramec-2
Cahokia-Ridge-1
Cahokia-Ridge-2
Campbell-Euclid-4
Campbell-Maline-1
Campbell-Maline-2
Central-Watson-1
Clark-Osage-2
Clark-Pea Ridge-3
Conway-Tyson-3
Conway-Tyson-4
Dupo Ferry(IP)-Buck Knob-1
East Quincy-Hamilton-4
Franklin-Tegeler-1
Grand Tower-Perryville-1
Gray Summit-Franklin-1
Gray Summit-Franklin-2
Hall Street-Ashley-1
Huster-McClay-1
Huster-Belleau-3
Maries-Osage-1
Marshall-Lakeshire-4
Marshall-Tyson-1
Marshall-Tyson-2
Mason-Gray Summit-1
Mason-Gray Summit-2
Mason-McClay-9

Note 2

Note 2

138 kV Lines

LINE NAME
Mason-Meramec-1
Mason-Meramec-2
McClay-Belleau-1
Meramec-Baumgartner-1
Meramec-Sandy Creek-1
Meramec-St. Francois-2
Meramec-Watson-2
Page-Berkeley-1
Page-Berkeley-2
Page-Euclid-1
Page-Mason-1
Page-Mason-2
Page-Sioux-4
Page-Warson-5
Page-Warson-6
Rivermines-Cape-1
Rivermines-Clark-2
Rivermines-Maries-1
St. Francois - New Bourbon-1
St. Francois-Rivermines-1
St. Francois-Rivermines-2
St. Genevieve-Rivermines-1
Sandy Creek-St. Francois-1
Selma-Rivermines-2
Sioux-Huster-1
Sioux-Huster-3
Sioux-Maline-3
Sioux-Maline-4
Sioux-Roxford-1
Sioux-Roxford-2
Sioux-South Quincy-4
South Quincy-East Quincy-4
Tegeler-Osage-1
Tyson-Arnold-3
Tyson-Meramec-4
Venice-Campbell-1
Venice-Campbell-2
Venice-Ridge-4
Warson-Mason-3
Warson-Mason-4

Note 2: This line is owned by UE and the company whose abbreviation is in parentheses.

LIST OF AmerenUE FACILITIES
TO BE TRANSFERRED TO GRIDAMERICA FOR OPERATIONS

Substations at Production Plants

	For Specified Voltage(s) Only
SUBSTATION NAME	Kv
CALLAWAY PLANT	345
LABADIE PLANT	345
MERAMEC PLANT	138
OSAGE PLANT	138
RUSH ISLAND PLANT	345
SIOUX PLANT	345/138
VENICE PLANT	138

Substations - Voltage Tie

	For Specified Voltages Only
SUBSTATION NAME	KV
BELLEAU	345/138
CAHOKIA	138/230/345
CAMPBELL	345/138
CLARK	161/138
DARDENNE	138/161
FREDERICKTOWN	161/138
GRAY SUMMIT	345/138
KELSO	345/161
MASON	345/138
MONTGOMERY	345/161
OSAGE	138/161
OVERTON	345/161
ROXFORD	345/138
ST.FRANCOIS	345/138
TYSON	345/138

LIST OF AmerenUE FACILITIES
TO BE TRANSFERRED TO GRIDAMERICA FOR OPERATIONS

Substations - Switching and Bulk

	For Specified Voltage Only
SUBSTATION NAME	kV
ADAIR	161
ARNOLD	138
ASHLEY	138
BAUMGARTNER	138
BERKELEY	138
BLAND	345
BLANCHETT	138
BRUSHY CREEK	161
BUCK KNOB	138
CALIFORNIA	161
CAMPBELL	345
CAPE GIRARDEAU	161
CENTRAL	138
COMINCO MINE	161
CONWAY	138
EAST QUINCY	138
ELDON	161
EUCLID	138
FRANKLIN	138
GASCO	138
GENERAL MOTORS	161
GUTHRIE	161
HALL STREET	138
HAMILTON	138
HUNTER	138
HUSTER	138
JOPPA 345	345
LAKESHIRE	138
LUTESVILLE	345
MALINE	138
MARION	138 & 161
MARSHALL	138
MAURER LAKE	161
MCCLAY	138
MINER	161
MOBERLY	161
PAGE	138
PHELPS	138
PIKE	161
PILOT KNOB	161
POINT PRAIRIE	161
RIDGE	138
RIVERMINES	138
SANDY CREEK	138

LIST OF AmerenUE FACILITIES
TO BE TRANSFERRED TO GRIDAMERICA FOR OPERATIONS

SELMA	138
SOUTH QUINCY	138

Substations - Switching and Bulk

	For Specified Voltage Only
SUBSTATION NAME	kV
SPENCER CREEK	345
STODDARD	161
SWEETWATER	161
VIBURNUM	161
TEGELER	138
WARRENTON	161
WARSON	138
WATSON	138

Listing of Transmission Facilities Transferred by ATSI

<u>kV</u>	<u>Line Description</u>
345	Ashtabula to Penelec Co. Tie
345	Avon (CEI) to Beaver #1
345	Avon (CEI) to Beaver #2
345	Avon to Beaver #2 (O.E. Tie)
345	Avon to Beaver (O.E. Tie)
345	Avon to Juniper
345	Bay Shore to Davis - Besse
345	Bay Shore to Monroe
345	Bay Shore to O.P.Tie-Fostoria
345	Beaver to Carlisle
345	Beaver to Davis-Besse(TE)
345	Beaver Val.(DL) to Hanna
345	Beaver Val.(DL) to Sammis
345	Canton Cen.(OP) to Hanna
345	Carlisle to Star
345	Chamberlin (CEI) to Harding
345	Chamberlin (CEI) to Mansfield
345	Davis - Besse to Lemoyne
345	Davis - Besse to O.E. Tie-Beaver
345	Eastlake Tap to Eastlake
345	Eastlake Tap to Juniper
345	Eastlake Tap to Nursery (T13 179)
345	Hanna to Highland
345	Hanna to Juniper (CEI)
345	Harding to Fox
345	Highland to Mansfield
345	Highland to Shenango
345	Hoytdale to Shenango
345	Hubbard, OH (1) to Shenango
345	Hyatt (OP) to Tangy
345	Inland to Harding
345	Juniper (CEI) to Star
345	Juniper to Canton (O.E. Tie)

Listing of Transmission Facilities Transferred by ATSI

345	Juniper to Chamberlin (O.E. Tie)
345	Juniper to Harding (Supply)
345	Juniper to Star (O.E. Tie)
345	Lemoyne to Majestic
345	Lemoyne to Midway-Twr. 117
345	Lemoyne to OP. Tie-Fostoria
345	Mansfield (2) to Crescent
345	Mansfield (3) to Beaver Valley No. 1
345	Mansfield (4) to Highland
345	Mansfield (5) to Hanna-Harding
345	Mansfield (6) to Beaver Valley No. 2
345	Mansfield Other
345	Mansfield to Harding (DL Circuit #3 19)
345	Mansfield to Highland (DL Circuit #317)
345	Mansfield to Hoytdale
345	Mansfield to Hoytdale (DL Circuit # 313)
345	Marysville (OP) to Tangy
345	Midway-Twr. 117 to Allen Junction
345	Nursery (T13 179) to Perry
345	Perry to Ashtabula
345	Perry to Harding
345	Perry to Inland
345	South Canton (OP) to Star
345	W.H.Sammis to Highland
345	W.H.Samniis to S. Canton (OP)
345	W.H.Samniis to Star
345	W.H.Sammis to Wylie Ridge
138	Aeustar Tap No. ito Five Point
138	Acustar to 0.1. Levis Park
138	Aetna: W. Akron to Aetna
138	Allen Jct. Tap No. 1 to Silica
138	Allen Jct. to Jackman
138	Allen Jct. to Lyons

Listing of Transmission Facilities Transferred by ATSI

138	Allen Jct. to Reynolds
138	Allen Jct. to Sylvania
138	American Steel to Bluebell
138	Angola to Hawthorne
138	Ashtabula to Ashtabula-C
138	Ashtabula to PiUs.- Conn. Dock
138	Avery to Greenfield
138	Avery to Shinrock
138	Avon to Dawson
138	Avon to Lorain
138	Ayersville to S.W. Defiance
138	BabbtoE.Akron
138	Babb to Valley
138	BabbtoW.Akron
138	Barberton to Babcock-Wilcox
138	Barberton to Cloverdale
138	Barberton to Star, North
138	Barberton to Star, South
138	Barberton to West Akron
138	Bay Shore Tap No. 1 to Hydra-Matic
138	Bay Shore Tap No. 2 to Hydra-Matic
138	Bay Shore Tap No. 3 to General Mills
138	Bay Shore to Decant
138	Bay Shore to Dixie No. 2 N.B.
138	Bay Shore to Fort Industry
138	Bay Shore to Frey
138	Bay Shore to Ironville
138	Bay Shore to Jackman
138	Bay Shore to Oregon
138	Beatty Rd.(C & SOE) to London
138	Beaver to Brookside
138	Beaver to Johnson
138	Beaver to NASA
138	Beaver to New Departure
138	Bellevue Tap No. 1 to UT No. 2
138	Bellevue to Vulcan No. 2 N.B.
138	Bluebell to Canton Cent.(OP)

Listing of Transmission Facilities Transferred by ATSI

138	Bluebell to Highland
138	Bluebell to Knox
138	Bluebell to Pidgeon
138	Boardman to Riverbend
138	Boardman to Shenango
138	Brookside to Cloverdale
138	Brookside to Howard (OP)
138	Brookside to Leaside
138	Brookside to Longview, East
138	Brookside to Longview, West
138	Burger to Brookside
138	Burger to Cloverdale #1
138	Burger to Cloverdale #2
138	Burger to Cloverdale #3
138	Burger to Knox
138	Burger to Longview
138	Cadillac to Ford
138	Canton Cent (OP) to Cloverdale
138	Carlisle to Gates
138	Carlisle to Johnson
138	Carlisle to Lorain (CEI) East
138	Carlisle to Shinrock
138	Central to Niles
138	Central to Packard
138	Chamberlin to Darrow
138	Chamberlin to Valley
138	Chamberlin to West Akron
138	Clark to E. Springfield
138	Clark to Greene
138	Clark to Urbana
138	Cloverdale to East Wooster (OP)
138	Cloverdale to Star
138	Cloverdale to Torrey (OP)
138	Crissinger to Roberts
138	Crissinger to Tangy
138	Crossland to Caparo
138	Crossland to Chemetron Corp.

Listing of Transmission Facilities Transferred by ATSI

138	Crossland to Sharon
138	Crystal to Avon-Fowles Tap
138	Dale to West Canton
138	Darrow to Hanna
138	Decant Tap No. 1 to Toussaint
138	Decant Tap No. 2 to D. B. Mobile
138	Decant to Ottawa
138	Delaware (C&SOE Co.) to Tangy
138	DellTaptoDell
138	Delta to Wauseon
138	Dixie to Jackman No. 2 N.B.
138	E. Springfield to London
138	E. Springfield to Tangy
138	East Akron to Gilchrist
138	EastAkrontoHarina
138	East Akron to Sammis
138	East Akron to West Ravenna
138	Eastlake Tap to Eastlake
138	Eastlake to Nash
138	Eber to Liquid Air
138	Eber to Swanton
138	Edgewater to Beaver
138	Edgewater to USS (National Tube)
138	Emily Tap to Emily
138	Emily to Galaxie
138	Empire
138	Evergreen to Franklin - Ivanhoe
138	Evergreen to Highland #1
138	Evergreen to Highland #2
138	Evergreen to Highland #3
138	FayettetoStryker
138	Firestone to South Akron
138	Firestone to Urban
138	Ford
138	Ford Tap to Ford Motor Co.
138	Fort Industry Tap No. 1 to General Mills
138	Fort Industry to Jackman

Listing of Transmission Facilities Transferred by ATSI

138	Fowles to Clinton
138	Fowles to Dunbar
138	Fowles to Galaxie
138	Fowles to NASA
138	Fowles to Pleasant Valley
138	Frey to Walbridge Jct.
138	Galion to General Motors
138	Galion to Leaside
138	Galion to Roberts, North
138	Galion to Roberts, South
138	Garfield Tap to Garfield
138	Gates to Johnson
138	General Motors to Highland
138	General Motors to Longview
138	General Motors to Newton Falls
138	Gilchrist to South Akron
138	GMC Tap to Gen. Motors Corp.
138	Greenfield to Lakeview
138	Greenfield to NASA
138	Greenfield to New Departure
138	Hanna to Shalersville
138	Hanna to Newton Falls
138	Hanna to West Ravenna #1
138	Hanna to West Ravenna #2
138	Harding to Jennings (LTV East)
138	Hawthorne to Midway
138	Hazel to Horizon
138	Highland to Mahoningside
138	Highland to Salt Springs
138	Hoytdale to Koppel
138	Hoytdale to Maple
138	Hoytdale to Pine
138	HunttoHunt
138	Inca (T2456) to Linde
138	Inca (T2456) to Newburgh
138	Inland (T2600) to Ivy
138	Inland to Jordan

Listing of Transmission Facilities Transferred by ATSI

138	Ivanhoe to Mahoningside
138	Ivanhoe to Packard
138	Ivy to Inland
138	Jackman to Bellevue No. 2 N.B.
138	Jackman to Vulcan No. 1 N.B.
138	Jackman to Westgate
138	Jennings to Clark
138	Jennings to Horizon
138	Jennings to J & L Steel Co.(LTW)
138	Jennings to Linde (Str. 241 Ox)
138	Johnson to Lorain (CEI) West
138	Johnson to USS (National Tube)
138	Juniper to Hillside-Inca (<i>T2456</i>)
138	Juniper to Northfield
138	Juniper to Oak (12554)
138	Juniper to Pleasant Valley
138	Keith Tap to Keith
138	Kendall to Kelly
138	Kenyon to Keith
138	Kepler to Kenyon
138	Kirby to Blue Jacket
138	Kirby to Roberts
138	Kirbytolangy
138	Lakeshore to HL-HZ
138	Lakeview to Ottawa (TE)
138	Lark to Kepler
138	Lemoyne Tap No. 1 to Brim
138	Lemoyne to Midway No. 1
138	Lemoyne to Midway No. 2
138	Lemoyne to O.P.Tie-Fost.No.1
138	Lemoyne to O.P.Tie-Fost.No.2
138	Lemoyne to Woodville No. 2
138	Leroy Center to Nursery
138	Leroy Center to Sanbom
138	Lester Tap to Lester
138	Liberty to Lark

Listing of Transmission Facilities Transferred by ATSI

138	Lincoln Park to Lowellville
138	Lincoln Park to Masury
138	Lloyd to Jordan
138	Lorain to Fowles
138	Lorain to Johnson Tap
138	Lorain to Ohio ED. Co. Tie
138	Lowellville to Sanimis
138	Lyons to Fayette
138	MacLean Tap No. ito Walbridge Coatings
138	MacLean Tap No. 2 to Hunt Wesson
138	MacLean to Acustar
138	Maple to Connoquenessing
138	Maple to Pine
138	Masury to Maysville (PP)
138	Masury to Salt Springs
138	Masury to Sharon (PP)-Crosslands (PP)
138	Masury to Shenango (PP)
138	Masury, OH (1) to Crossland
138	Mayfield to Leroy Center
138	Mayfield to Lloyd
138	Midway Tap No.1 - Naomi Jct to Wauseon
138	Midway to Ridgeville Cor. No.2
138	Midway to Ridgeville Or. No. 1
138	Nash to Nursery
138	Nevada to Nevada
138	Niles to Bluebell
138	Niles to Evergreen
138	Niles to Salt Springs
138	Northfield to Mayfield
138	0.1. Levis Park Tap No.1 to Waterville
138	0.1. Levis Park Tap No.2 to Johns-Manville
138	0.1. Levis Park Tap No.3 to Johns-Manville
138	0.1. Levis Park to Midway
138	Orangeville, PA (1) to Maysville
138	Oregon to Walbridge Jct.
138	Ottawa Tap No. ito Kelsey-Hayes
138	Ottawa to 0.E. Tie-Lakeview

Listing of Transmission Facilities Transferred by ATSI

138	Ottawa to W. Fremont
138	Pidgeon to Sammis
138	Pinegrove Tap to Pinegrove
138	Pleasant Valley (CEI) to W. Akron, East
138	Pleasant Valley (CEI) to W. Akron, West
138	Pleasant Valley to Jennings (P V-Hard)
138	Pleasant Valley to Ohio ED. Co. Tie
138	Republic Stl. Tap to Republic Stl. Co.
138	Reynolds Tap No. 1 to UT No. 1
138	Reynolds to Vulcan
138	Richland to Ayersville
138	Richland to G.M. East
138	Richland to G.M. West
138	Richland to O.P. Tie-E. Lima
138	Richland to O.P.Tie-Rob. Park
138	Ridgeville Cor. to Ridgeville No. 2
138	Ridgeville Cor. to Stryker
138	Ridgeville Cors. to Richland No. 1
138	Ridgeville to Richland
138	Riverbend to Salt Springs
138	S.W. Defiance Tap No. 1 to Jobns-Manville
138	S.W. Defiance to Richland
138	Sammis to Boardman
138	Sanborn to Ashtabula
138	Shenango to Crossland
138	Shenango to Hubbard, OH (1)
138	Shenango to McDowell
138	Shenango to Sharon
138	Solon to Kendall
138	South Akron to Sunnyside-Torrey-W.Canton (OP)
138	Star to Urban
138	Star to West Akron
138	Star to West Medina
138	Swanton to Delta
138	Sylvania to Talmadge
138	Talmadge to Westgate
138	Vulcan Tap No. ito Angola
138	Vulcan to Eber

Listing of Transmission Facilities Transferred by ATSI

138	Walbridge Jct. To Lemoyne No. 1
138	Walbridge Jct. To Lemoyne No. 2
138	Walbridge Jct. To MacLean No. 1
138	Walbridge Jct. To MacLean No. 2
138	Wellington
138	West Akron to West Medina #1
138	West Pittsburg to Hoytdale
138	West Pittsburg to Shenango
138	Woodville No. 2 to W. Fremont
69	Trans Lines 69 kV – Central OECO
69	Trans Lines 69 kV – Eastern OECO
69	Trans Lines 69 kV – PPCO
69	Trans Lines 69 kV – Southern OECO
69	Trans Lines 69 kV – Western OECO
69	Trans Lines 69 kV – Western TECO

Listing of Transmission Facilities Transferred by ATSI

Substations

ABBE
ACME
ALLEN JUNCTION
ASHTABULA
AURORA
A VERY
AVON LAKE
BABB
BARBERTON
BAY SHORE
BEAVER
BEAVER VALLEY
BELLE VUE
BLUEBELL
BOARDMAN
BRIM
BROAD VIE W
BROOKSIDE
BURGER
CAMPBELL
CAPARO
CARLISLE
CARRIAGE
CEDAR STREET
CHAMBERLIN
CHITTENDEN CORNERS
CLARK
CLOVERDALE
COLUMBIANA
COOK
CROSSLAND
DALE

Listing of Transmission Facilities Transferred by ATSI

DARROW
DAVIS-BESSE
DETROIT
DIXIE
DUBLIN
EAST AKRON
EAST SPRINGFIELD
EASTLAKE
EDGE WATER
ELL WOOD CITY
ENON
EVERGREEN
FOWLES
FOX
FRISCO
GALION
GARRETTSVILLE
GILCHRIST
GOULD
GREENFIELD
GREENVILLE
HANNA
HARDING
HAZEL
HIGHLAND
HOYTDAL
INLAND
IRON VILLE
IVANHOE
JACKMAN
JENNINGS
JOHNSON
JUNIPER
KNOX
LAKE SHORE
LEASIDE
LEMOYNE
LEROY CENTER

Listing of Transmission Facilities Transferred by ATSI

LIBERTY
LOCUST
LONDON
LONG VIEW
LORAIN
LOWELLVILLE
MACEDONIA
MACLEAN
MANSFIELD
MAPLE
MASURY
MAYFIELD
MAYSVILLE
MCDOWELL
MEDINA
MIDWAY
NEVADA
NEW CASTLE
NEWTON FALLS
NILES
OTTAWA
PERRY
PIDGEON
PINE
PLEASANT VALLEY
RAVENNA
RICHLAND
ROBERTS
SALT SPRINGS
SAMMIS
SEVILLE
SHALERSVILLE
SHARON
SHENANGO
SHINROCK
SOUTH AKRON
STAR
STRYKER

Listing of Transmission Facilities Transferred by ATSI

TANGY
TOUSSAINT
VULCAN
WAUSEON
WELLINGTON
WEST AKRON
WEST FREMONT
WEST RAVENNA
WOODFORD

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
DUMONT (AEP)	STILLWELL	34501	345
DUNE ACRES	BABCOCK	34502	345
BABCOCK	LAKE GEORGE	34503	345
MUNSTER	BURNHAM (CECO)	34504	345
MICHIGAN CITY GEN STA	BABCOCK	34505	345
MICHIGAN CITY GEN STA	DUNE ACRES	34506	345
SCHAHFER GEN STA	TOWER ROAD	34507	345
SCHAHFER GEN STA	LAKE GEORGE	34508	345
BURR OAK	LEESBURG	34509	345
DUNE ACRES	CHICAGO AVE	34510	345
SHEFFIELD	STATE LINE GEN STA (CECO)	34511	345
SHEFFIELD	BURNHAM (CECO)	34512	345
SCHAHFER GEN STA	BURR OAK	34513	345
BABCOCK	STILLWELL	34514	345
SHAHFER GEN STA	GREEN ACRES	34516	345
LEESBURG	DEEDSVILLE (CINERGY)	34518	345
SHEFFIELD	CHICAGO AVE	34520	345
SCHAHFER GEN STA	ST. JOHN	34521	345
LAKE GEORGE	MUNSTER	34522	345
TOWER ROAD	BABCOCK	34523	345
LEESBURG	HIPLE, F. G.	34524	345
MARKTOWN	WHITING CLEAN ENERGY PROJECT DEDICATED FACILITY	13801*	138
BATAVIA (CONSUMERS ENERGY)	BARTON LAKE	13802	138
STATE LINE GEN STA (CECO)	WOLF LAKE	13803	138
SHEFFIELD	CALUMET	13804	138
AETNA	DUNE ACRES & PRAXAIR, INC #5 – BURNS HARBOR	13805	138

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
AETNA	DUNE ACRES	13806	138
MONTICELLO	LAFAYETTE (CINERGY)	13807	138
ROXANA	LTV STEEL CO #2	13808	138
HIPLE, F. G.	LAGRANGE	13809	138
BURNS DITCH	MILLER	13810	138
CHICAGO AVE	PRAXAIR INC #1-EAST CHICAGO	13811	138
MAPLE	L.N.G. PLANT	13812	138
MICHIGAN CITY GEN STA	LAPORTE JCT (AEP) & OLIVE (AEP)	13813	138
MICHIGAN CITY GEN STA	TRAIL CREEK	13814	138
MICHIGAN CITY GEN STA	LUCHTMAN RD	13815	138
NEW CARLISLE (AEP)	MAPLE	13816	138
MILLER	US STEEL-TIN MILL	13817	138
AETNA	PRAXAIR INC #3-LAKESIDE	13818	138
BURR OAK	PLYMOUTH	13819	138
FLINT LAKE	STARKE	13820	138
PLYMOUTH	KOSCIUSKO & LEESBURG	13821	138
LAKE GEORGE	MILLER	13822	138
MUNSTER	HARTSDALE	13823	138
MARKTOWN	WHITING CLEAN ENERGY PROJECT DEDICATED FACILITY	13824*	138
MITCHELL GEN STA	ROXANA	13825	138
MITCHELL GEN STA	US STEEL-TIN MILL	13826	138
MICHIGAN CITY GEN STA	MAPLE	13827	138
DEKALB	AUBURN (AEP)	13828	138
CHICAGO AVE	INLAND #5	13829	138
MARKTOWN	INLAND #5	13830	138
CHICAGO AVE	PRAXAIR INC #3 – LAKESIDE	13831	138

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
EAST WINAMAC	MONTICELLO	13832	138
CHICAGO AVE	INLAND #7	13833	138
HARTSDALE	ST. JOHN	13834	138
ROXANA	PRAXAIR INC #1 – EAST CHICAGO	13835	138
DUNE ACRES	BURNS DITCH	13836	138
MITHICAN CITY GEN STA	DUNE ACRES	13839	138
MARKTOWN	LTV STEEL CO #2	13841	138
MILLER	BETA STEEL ARC FURNACE	13842	138
MICHIGAN CITY GEN STA	DUNE ACRES	13843	138
NORTHEAST	LEESBURG	13844	138
MITCHELL GEN STA	MITCHELL GEN STA	13845	138
REYNOLDS	MONTICELLO	13847	138
DUNE ACRES	BETHLEHEM STEEL CO	13848	138
DUNE ACRES	BETHLEHEM STEEL CO	13849	138
MARKTOWN	LTV STEEL CO #3	13850	138
SCHAHFER GEN STA	THAYER	13851	138
TRAIL CREEK	NEW CARLISLE (AEP)	13852	138
STATE LINE GEN STA (CECO)	ROXANA	13853	138
AETNA	LAKE GEORGE	13854	138
NORTHPORT	ALBION (AEP)	13856	138
GOODLAND	REYNOLDS	13857	138
MARKTOWN	INLAND #7	13858	138
CHICAGO AVE	US STEEL-STOCKTON	13859	138
MITCHELL GEN STA	US STEEL-COKE PLANT	13860	138
AETNA	US STEEL-WEST MILL	13861	138
LAKE GEORGE	TANEY	13862	138

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
LAKE GEORGE	HIGHLAND	13863	138
HENDRICKS	US STEEL-STOCKTON	13864	138
MILLER	US STEEL-COKE PLANT	13865	138
LAKE GEORGE	TOWER ROAD	13866	138
LAKE GEORGE	LIBERTY PARK	13867	138
ST. JOHN	LIBERTY PARK	13868	138
MARKTOWN	AMOCO	13869	138
ROXANA	CALUMET	13870	138
GOODLAND	WATSEKA (AMEREN)	13871	138
TOWER ROAD	FLINT LAKE	13872	138
FLINT LAKE	LUCHTMAN ROAD	13873	138
SCHAHFER GEN STA	STARKE & THAYER	13874	138
DUNE ACRESS	BABCOCK	13875	138
SHEFFELD	AMOCO	13877	138
SHEFFELD	MARKTOWN	13878	138
DUNE ACRES	BETA STEEL ARC FURNACE	13879	138
NORTHEAST	GOSHEN JUNCTION	13880	138
KOSCIUSKO	LEESBURG	13881	138
BURR OAK	EAST WINAMAC	13882	138
SOUTH PRAIRIE	WESTWOOD (CINERGY)	13883	138
DUNE ACRES	PRAXAIR INC #5-BURNS HARBOR	13884	138
LAKE GEORGE	AINSWORTH & GREEN ACRES	13885	138
SCHAHFER GEN STA	TOWER ROAD	13886	138
LAGRANGE	NORTHPORT	13887	138
GREEN ACRES	ST. JOHN	13888	138
HENDRICKS	US STEEL-WEST MILL	13889	138
CHICAGO AVE	INLAND #8	13890	138

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
MITCHELL GEN STA	INLAND #8	13891	138
MITCHELL GEN STA	CHICAGO AVE	13892	138
WOLF LAKE	SHEFFIELD	13893	138
MUNSTER	KENWOOD	13894	138
MUNSTER	TANEY	13895	138
PLYMOUTH	STILLWELL	13896	138
STILLWELL	L.N.G. PLANT	13897	138
TOWER ROAD	BABCOCK	13898	138
HIGHLAND	KENWOOD	13899	138
ST. JOHN	KREITZBURG	138-101	138
AETNA	MILLER	138-102	138
HIPLE, F. G.	GOSHEN JUNCTION	138-103	138
BALLY GEN STA-UNIT 7	DUNE ACRES	138-601	138
BALLY GEN STA-UNIT 8	DUNE ACRES	138-602	138
BALLY GEN STA-R.A.T.	DUNE ACRES	138-603	138
NORTHEAST (* BREAKERS ONLY)	KLINE (AEP) * LINE OWNED BY AEP	13855*	138
NORTHEAST (* BREAKERS ONLY)	COLUMBIA (AEP) * LINE OWNED BY AEP	13876*	138
BURNS DITCH (* BREAKERS ONLY)	MIDWEST STEEL * LINE OWNED BY MIDWEST STEEL	13837*	138
BURNS DITCH (* BREAKERS ONLY)	MIDWEST STEEL * LINE OWNED BY MIDWEST STEEL	13838*	138
ST. JOHN (* BREAKERS ONLY)	EAST FRANKFORT (CECO) & CRETE ENERGY PROJECT * LINE OWNED BY CECO	34519*	345
ST. JOHN (* BREAKERS ONLY)	GREEN ACRES * LINE OWNED BY CECO	34517*	345
GREEN ACRES (* BREAKERS ONLY)	OLIVE (AEP) * LINE OWNED BY CECO	34515*	345
LIBERTY PARK	DEMOTTE	6901	69
	HEBRON		
	HILLSIDE		
	MAPLEWOOD		
	SW #416 TIE WITH 6930		
GOSHEN JCT	WAKARUSA	6902	69

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
FLINT LAKE	REXAM KANKAKEE VALLEY REMC-WASHINGTON SMITH DITCH PACTIV, INC. - WANATAH WANATAH WILLIAMSBURG SW #541 TIE WITH 6950	6903	69
PLYMOUTH	BASS LAKE CULVER KNOX KNOX JUNCTION ROCKWELL WINDOWS	6904	69
STARKE	NORTH JUDSON	6905	69
LIBERTY PARK	CEDAR LAKE COURT SW #386 TIE WITH DEAD LINE	6906	69
MONTICELLO	BUFFALO PIKE BURNETTSVILLE GUERNSEY IDAVILLE JORDAN MFG CO MONON SW #909 TIE WITH 6918	6907	69
LIBERTY PARK	LINCOLN SQUARE MERRILLVILLE SW #284 TIE WITH 6928 SW #823 TIE WITH 6953	6908	69
LIBERTY PARK	ASHLAND PRODUCTS CEDAR LAKE CRESTON HANOVER LAKE HILLS LOWELL RIETER AUTOMOTIVE-GLOBE INDUSTRIES SCHNEIDER TEPPCO – LOWELL PUMP STATION	6909	69
MONON	SALEM VULCAN MATERIALS WARD STONE CO	6910	69
SALEM	MOODY	6911	69
LIBERTY PARK	COURT MAPLEWOOD ORCHARD GROVE	6912	69
EAST WINAMAC	BRUCE LAKE WINAMAC	6913	69
PLYMOUTH	DONALDSON EAST WALKERTON HAMLET	6914	69

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
PLYMOUTH	MARSHALL CO REMC-TYNER SHILO CENTER HOOSIER TIRE & MFG. CORP. NORTH LIBERTY PIDCO SUNDOR BRANDS SW #932 TIE WITH 6946	6915	69
WINAMAC	LINK	6916	69
KREITZBURG	DYER NOVAK ROAD PALMIRA SCHERERVILLE SW #781 TIE WITH 6932	6917	69
MONTICELLO	COLLEGE LANDIS PLASTICS MILROY MONON SW #366 TIE WITH 6991 SW #874 TIE WITH 6958 SW #909 TIE WITH 6907 SW #964 TIE WITH 6969	6918	69
STARKE	ASPHALTUM MEDARYVILLE PLYMOUTH TUBE CO SALEM WINAMAC	6919	69
LAKE GEORGE	HOBART RAND WILLOWDALE SW #1099 TIE WITH 6954 SW #556 TIE WITH 6922	6920	69
PLYMOUTH	CENTER DEL MONTE CORP MARSHALL PACTIV, INC. - PLYMOUTH	6921	69
LAKE GEORGE	DEEP RIVER HOBART WHEELER SW #1002 TIE WITH 6933 SW #556 TIE WITH 6920	6922	69
HIPLE, F G	LAKE INDUSTRIES OF INDIANA INC. MIDDLEBURY NEWBURY LAGRANGE CO. REMC – BONTRAGER SW #281 TIE WITH 6976	6923	69
FLINT LAKE	EVANS MCGILL MFG CO #1 SUB SPECTACLE LAKE	6924	69

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
LUCHTMAN RD	LAKEHEAD PIPELINE CO-LAPORTE PINOLA SUMMIT	6925	69
GREEN ACRES	BROADWAY LINCOLN SQUARE MERRILLVILLE SOUTH LAKE SW #421 TIE WITH 6930	6926	69
TANEY	BON AIRE INDEPENDENCE HILL ROSS SIXTY-FIRST AVE	6927	69
LAKE GEORGE	MISSISSIPPI SIXTY-FIRST AVE SW #284 TIE WITH 6908	6928	69
LAKE GEORGE	EAST GARY RAND	6929	69
GREEN ACRES	BROADWAY POLYCON INDUSTRIES SOUTH LAKE SW #416 TIE WITH 6901 SW #421 TIE WITH 6926	6930	69
SOUTH PRAIRIE	WEST POINT SW #131 TIE WITH 6967	6931	69
HARTSDALE	AMOCO PIPELINE-GRIFFITH LAKE HILLS LAKEHEAD PIPELINE CO-GRIFFITH SW #700 TIE WITH 6953 SW #781 TIE WITH 6917	6932	69
GREEN ACRES	DEEP RIVER SOUTH HAVEN TRANSMONTAIGNE PIPELINE -WHEELER WHEELER SW #1002 TIE WITH 6922 SW #597 TIE WITH 6955	6933	69
GREEN ACRES	BUCKEYE PIPELINE CO-KOUTS CORNELL HEBRON KANKAKEE VALLEY REMC-PORTER SUB KANKAKEE VALLEY REMC-JACOB MACK MALDEN MERIT STEEL CO SW #941 TIE WITH 6939	6934	69
THAYER	LOWELL ORCHARD GROVE SCHNEIDER SW #1310 TIE WITH 6958 SW #691 TIE WITH DEAD WIRE	6935	69
NORTHPORT	LAGRANGE CO REMC-INDIANA LAKES WOLCOTTVILLE	6936	69

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
EAST WINAMAC	BRUCE LAKE	6937	69
	CULVER		
	SW #853 TIE WITH 6938		
CULVER	WALKER MFG CO	6938	69
	SW #853 TIE WITH 6937		
GREEN ACRES	KANKAKEE VALLEY REMC-JACOB MACK	6939	69
	SW #941 TIE WITH 6934		
MAPLE	AMERICAN RENOLIT	6940	69
	FISH LAKE		
	FOAMEX CORP		
	SILGAN CONTAINER CORP - LAPORTE		
	SUPERIOR REAL ESTATE		
	SW #391 TIE WITH 6960		
	SW #406 TIE WITH 6978		
	SW #890 TIE WITH 6945		
NORTHEAST	MILFORD	6941	69
	NEW PARIS		
	SYRACUSE		
	WARNER RD.		
	SW #1315 TIE WITH 6999		
ANGOLA	FREMONT	6942	69
	HOOSIER HILL		
	INDIANA WIRE CO.		
	JAMES		
	RITTAL ELECTROMATE		
	STEUBEN CO REMC-SCOTT		
	WHEEL-TEK		
	BARTON LAKE		
	SW #923 TIE WITH 6994		
LAGRANGE	DOMETIC CORP.	6943	69
	HOWE		
	LAGRANGE CO REMC-PIGEON LAKE		
	NEWBURY		
	SPRING		
THIRD ST	BREMEN CITY I	6944	69
STILLWELL	CASTEEL SERVICES INC	6945	69
	DEER RUN		
	KINGSBURY		
	ACCURATE CASTINGS CORP – KINGSBURY		
	ROLL COATER, INC		
	SW #890 TIE WITH 6940		
STILLWELL	EAST WALKERTON	6946	69
	KANKAKEE VALLEY REMC-J. BOWMAR		
	NORTH LIBERTY		
	SHILO		
	WELLS BROTHERS ALUMINUM		
	SW #932 TIE WITH 6915		
NORTHEAST	DOME PIPELINE CORP	6947	69
	KOSCIUSKO CO REMC-MAPLE LEAF		

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
	MILFORD		
	MONOQUET		
	OSWEGO		
BABCOCK	SW #1165 TIE WITH 6975		
	CHESTERTON	6948	69
	CHESTERTON HIGH SCHOOL		
	MAGNETIC INTERNATIONAL INC		
	MCCOOL		
	PROCESSING TECHNOLOGY INC		
	TOWNSHIP		
FLINT LAKE	SW #1116 TIE WITH 6955		
	BURDICK ROAD	6949	69
	KANKAKEE VALLEY REMC-WEST TOLL		
	PURDUE UNIVERSITY-NORTH CENTRAL		
FLINT LAKE	WESTVILLE		
	INDIANA DEPT. OF CORRECTION-	6950	69
	WESTVILLE		
	ISK MAGNETICS		
	ROUNDYS, INC.		
	POWDERTECH CORP		
	WESTVILLE		
KREITZBURG	SW #541 TIE WITH 6903		
	CRESTON	6951	69
	HANOVER		
FLINT LAKE	EVANS	6952	69
	GRAND TRUNK		
	UGIMAG INC		
	URSCHEL LABORATORIES INC		
	WASHINGTON		
LIBERTY PARK	SW #1060 TIE WITH 6956		
	INDEPENDENCE HILL	6953	69
	LAKE CO GOVERNMENT COMPLEX		
	SW #700 TIE WITH 6932		
	SW #823 TIE WITH 6908		
BABCOCK	MCCOOL	6954	69
	PORTAGE HIGH SCHOOL		
	SOUTH HAVEN		
	WILLOWDALE		
	WOODLAND PARK		
BABCOCK	SW #1099 TIE WITH 6920		
	GRAND TRUNK	6955	69
	SPECTACLE LAKE		
	SW #1116 TIE WITH 6948		
	SW #597 TIE WITH 6933		
FLINT LAKE	AOC RESINS AND COATING	6956	69
	MALDEN		
	MCGILL MFG CO #2 SUB		
	JET CORP.		
	SMITH DITCH		
	UNION ELECTRIC STEEL		

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
	VALPARAISO UNIVERSITY		
	WASHINGTON		
	WILLIAMSBURG		
	SW #1060 TIE WITH 6952		
HARTSDALE	PLUM CREEK	6957	69
	AVERY DENNISON		
	SCHERERVILLE		
THAYER	AMOCO DEMOTTE PUMP STA	6958	69
	DEMOTTE		
	EGER		
	JASPER CO REMC-FAIR OAKS		
	JASPER CO REMC-KERSEY		
	JASPER CO REMC-SUTTON		
	PARR		
	SW #874 TIE WITH 6918		
	SW #1310 TIE WITH 6935		
ANGOLA	HELMER	6959	69
	HUDSON		
	NOBLE COUNTY REMC – FAIRFIELD		
	SOUTH MILFORD		
	WOLCOTTVILLE		
	SW #376 TIE WITH 6986		
MAPLE	DIVISION	6960	69
	GREENWAY		
	HOWMET CORP		
	TELEDYNE CASTING SERVICE		
	WHIRLPOOL CORP		
	SW ##30 TIE WITH 6983		
	SW #391 TIE WITH 6940		
STARKE	HAMLET	6961	69
	HANNA		
	KANKAKEE VALLEY REMC-ARROW		
	KANKAKEE VALLEY REMC-DOME		
	PIPELINE CO		
	KINGSFORD HEIGHTS		
	KNOX		
	WANATAH		
EAST WINAMAC	BASS LAKE	6962	69
	LAWTON		
	NORTH JUDSON		
GOODLAND	GOODLAND JCT	6963	69
	KENTLAND		
	ROGERS GROUP INC.		
GOODLAND	FOWLER	6964	69
	GOODLAND JCT		
	KENTLAND		
	PINE CREEK		
	WARREN CO REMC-DUNNINGTON		
	SW #134 TIE WITH 6967		

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
KENTLAND	CAPITAL PRODUCTS	6965	69
	MOROCCO		
	VISKASE CORP		
GOODLAND	CENTRAL SOYA	6966	69
	JASPER CO REMC-CARPENTER		
	OMNI FORGE		
	REMINGTON		
GOODLAND	FOWLER	6967	69
	PINE CREEK		
	WARREN CO REMC-TEMPLETON		
	SW #131 TIE WITH 6931		
	SW #134 TIE WITH 6964		
PLYMOUTH	ARGOS	6968	69
	ARGOS CITY-DEWEY ST		
	ARGOS INDUSTRIAL PARK		
	MENTONE		
	ROCHESTER (CINERGY)		
	SW #1031 TO DEAD WIRE		
GOODLAND	BANET	6969	69
	BROOK		
	MOROCCO		
	SW #964 TIE WITH 6918		
GOSHEN JCT	DAIRY FARM PRODUCTS	6970	69
	ILLINOIS		
	ROCK RUN		
	WESTERN CONSOLIDATED TECH		
MONTICELLO	OAKDALE HYDRO	6971	69
	TWIN LAKES		
OAKDALE HYDRO	SOUTH CHALMERS	6972	69
	SOUTH PRAIRIE		
	WHITE CO REMC-ULERICH		
LAGRANGE	SPRING	6973	69
PLYMOUTH	BOURBON	6974	69
	BREMEN CITY I		
	IRONWOOD		
	LEAR CORP		
	THIRD ST		
NORTHEAST	BOURBON	6975	69
	CLUNETTE		
	NAPPANEE		
	VITCO INC		
	SW #1162 TIE WITH 6981		
	SW #1165 TIE WITH 6947		
	SW #6 TIE WITH 6996		
GOSHEN JCT	ABTCO	6976	69
	BONNEYVILLE		
	CRYSTAL VALLEY		
	MIDDLEBURY		
	ROCK RUN		

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
GOSHEN JCT	SYNDICATE STORE FIXTURES INC SW #281 TIE WITH 6923 BONNEYVILLE BRISTOL HAYES-LEMENZ HINSDALE FARMS, LTD. MIDWAY MODEL	6977	69
MAPLE	LAPORTE JCT (AEP) SPRINGVILLE (AEP) SUMMIT WOLVERINE PIPELINE CO - LAPORTE SW #406 TIE WITH 6940	6978	69
MONTICELLO	NORWAY HYDRO	6979	69
LAGRANGE	ANGOLA OTTER SW #160 TIE WITH 69-102 SW #666 TIE WITH 69-100	6980	69
GOSHEN JCT	BREMEN CITY II NAPPANEE NORTHWOOD THIRD ST WAKARUSA SW #1162 TIE WITH 6975	6981	69
KOSCIUSKO	KOSCIUSKO COUNTY REMC-AIRPORT MONOQUET NORTH WEBSTER OSWEGO PIERCETON SPARTECH SW #582 TIE WITH 6995	6982	69
MAPLE	ACCURATE CASTINGS INC - LAPORTE FIELD CONTAINER CORP KEYSTONE SERVICES LAPORTE SW #30 TIE WITH 6960 SW #532 TIE WITH 6988	6983	69
GOSHEN JCT	MODEL	6984	69
GOSHEN JCT	BENTELER INDUSTRIES GOSHEN RUBBER CO HORN DITCH ILLINOIS NIBCO PINE MANOR SW #1250 TIE WITH 6990	6985	69
DEKALB	ANGOLA ASHLEY HELMER	6986	69

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
	STEUBEN CO REMC-EAST ANGOLA WATERLOO STEUBEN CO REMC - WATERLOO INDUSTRIAL PARK SW #376 TIE WITH 6959		
LAGRANGE	HOWE LAGRANGE CO. REMC-NORTH LAGRANGE	6987	69
MAPLE	GREENWAY JEFFERSON SMURFIT CORP. KINGSBURY LAPORTE PINOLA SW #532 TIE WITH 6983	6988	69
NORTHEAST	DANA CORP-SYRACUSE NORTH WEBSTER SYRACUSE SYRACUSE RUBBER CO #2 WAWASEE	6989	69
HIPLE, F G	BUTTERMILK CORNERS NORTHPORT TOPEKA SW #1250 TIE WITH 6985	6990	69
MONTICELLO	BALL CORP. HONEY CREEK MCGILL MFG CO-MONTICELLO SHARP STEEL SERVICES SW #366 TIE WITH 6918	6991	69
KOSCIUSKO	DALTON FOUNDRIES INC MCKINLEY WARSAW SW #999 TIE WITH 6995	6993	69
ANGOLA	BARTON LAKE HOOSIER HILL JAMES UNIVERTICAL CORP SW #923 TIE WITH 6942 SW #1300 TIE WITH 69-102	6994	69
KOSCIUSKO	DEPUY INC. KOSCIUSKO CO REMC-EAST THIRTY SUB MCKINLEY PIERCETON WOOSTER SW #582 TIE WITH 6982 SW #999 TIE WITH 6993	6995	69
KOSCIUSKO	SW #6 TIE WITH 6975	6996	69
KOSCIUSKO	CLAY KOSCIUSKO CO REMC - KRALIS MENTONE R R DONNELLY & SONS	6997	69

EXHIBIT J-6
LISTING OF TRANSMISSION FACILITIES

Northern Indiana Public Service Company

<u>FROM</u>	<u>TO</u>	<u>LINE #</u>	<u>KV VOLTAGE</u>
KOSCIUSKO	ROZELLA	6998	69
	WARSAW		
	WAYNE		
	WEIRCK		
	SW #1180 TIE WITH 6998		
	SW #1221 TIE WITH 6998		
	FLINT INK CORP.		
	R R DONNELLY & SONS		
	WARSAW		
	WAYNE		
GOSHEN JCT	ZIMMER MFG CO	6999	69
	SW #1180 TIE WITH 6997		
	SW #1221 TIE WITH 6997		
	NEW PARIS		
	PINE MANOR		
LAGRANGE	SW #1315 TIE WITH 6941	69-100	69
	SW #450 TIE WITH DEAD WIRE		
	ANGOLA		
HOWE	LAGRANGE CO REMC-PRAIRIE HEIGHTS	69-101	69
	SW #666 TIE WITH 6980		
	STURGIS (AEP)		
LAGRANGE	BARTON LAKE	69-102	69
	BRIGHTON		
	FEDERAL MOGUL		
	NEVADA MILLS		
	STEUBEN CO REMC – NEVADA		
SOUTH PRAIRIE	SW #160 TIW WITH 6980	69-103	69
	HONEY CREEK		
	REMINGTON		

SCHEDULE 2
RELIABILITY COORDINATION SERVICE

The security and reliability of the GridAmerica System shall be the responsibility of Midwest ISO.

GridAmerica is responsible for operating the control areas within its footprint in a secure and reliable manner, and in accordance with the requirements of this Schedule 2. GridAmerica shall operate the control areas within its footprint in coordination with Midwest ISO.

Midwest ISO shall honor the terms of any sub-control area (or like arrangement) entered into by Ameren, ATSI, or NIPSCO in their respective zones that predates this Agreement, and shall work with any such sub-control area to arrange for ongoing coordination of Midwest ISO's reliability coordinator function with such sub-control area as necessary.

Midwest ISO shall be the Reliability Coordinator for the GridAmerica System. In this role, Midwest ISO shall conduct security monitoring and emergency response services as referenced in this Schedule.

The rights and obligations of Midwest ISO and GridAmerica with regard to the security monitoring and emergency response aspects of Reliability Coordination Service shall be identical to the relative rights and responsibilities of Midwest ISO and its member Owners as set out in Sections V.B. ("Security Monitoring") and V.C. ("Emergency Response") of Appendix E to the Midwest ISO Agreement.

SCHEDULE 3

[LIST OF AMEREN, ATSI AND NIPSCO PRE-EXISTING TRANSMISSION
AGREEMENTS FOR SERVICE UNDER OATTS]

AMEREN

I. Point to Point Service Agreements

Transmission Owner	Title of Agreement	Contract With:	Date of Agreement	FERC Docket #
Ameren	Firm PTP TSA	AES Power, Inc.	7/30/97	ER97-4100-000
Ameren	Firm PTP TSA	Alleghaney Energy Supply Company, LLC	5/12/00	ER00-2844-000
Ameren	Firm PTP TSA	Allegheny Energy	6/7/99	ER99-3506-000
Ameren	Firm PTP TSA	Amerada Hess Corporation	5/10/00	ER00-2844-000
Ameren	Firm PTP TSA	Ameren Energy	2/10/01	ER01-1431-000
Ameren	Firm PTP TSA	Ameren Energy	4/27/01	ER01-1915-000
Ameren	Firm PTP TSA	Ameren Energy Marketing	5/1/01	ER01-2175-000
Ameren	Firm PTP TSA	Ameren Energy Marketing	5/18/02	ER02-1514-000
Ameren	Firm PTP TSA	Ameren Energy Marketing Company	9/8/00	ER00-3623-000
Ameren	Firm PTP TSA	Ameren Energy, As Agent For Ameren Services Company	9/1/00	ER00-3623-000
Ameren	Firm PTP TSA	Ameren Energy, As Agent for Ameren Services Company	10/1/00	ER01-0109-000
Ameren	Firm PTP TSA	Ameren Energy, As Agent for Ameren Services Company	10/1/00	ER01-0109-000
Ameren	Firm PTP TSA	Ameren Energy, As Agent For Ameren Services Company	12/1/00	ER01-0749-000
Ameren	Firm PTP TSA	Ameren Energy, As Agent For Ameren Services Company	1/1/01	ER01-1059-000
Ameren	Firm PTP TSA	Ameren Energy, As Agent For Ameren Services Company	1/21/02	ER02-889-000
Ameren	Firm PTP TSA	Ameren Energy, As Agent For Ameren Services Company	1/23/02	ER00-3623-000
Ameren	Firm PTP TSA	Ameren Energy, As Agent For Ameren Services Company	1/23/02	ER00-3623-000
Ameren	Firm PTP TSA	Ameren Energy, As Agent For Ameren Services Company	1/23/02	ER00-3623-000
Ameren	Firm PTP TSA	Ameren Energy, Inc.	9/1/01	ER01-2175-000
Ameren	Firm PTP TSA	Ameren Energy, Inc.	6/1/01	ER01-2436-000
Ameren	Firm PTP TSA	Ameren Services Company	12/8/99	ER00-0836-000

Ameren	Firm PTP TSA	Ameren Services Company	3/1/00	ER00-1954-000
Ameren	Firm PTP TSA	Ameren Services Company	4/1/00	ER00-3623-000
Ameren	Firm PTP TSA	Ameren Services Company	12/1/99	ER00-836-000
Ameren	Firm PTP TSA	Ameren Services Company	4/1/00	ER01-1915-000
Ameren	Firm PTP TSA	Ameren Services Company	9/23/98	ER99-13-000
Ameren	Firm PTP TSA	AmerenCIPS	11/3/99	ER00-0562-000
Ameren	Firm PTP TSA	American Electric Power Service Corp.	1/23/02	ER00-3623-000
Ameren	Firm PTP TSA	American Municipal Power-Ohio, Inc.	2/1/99	ER99-1932-000
Ameren	Firm PTP TSA	Amoco Energy Trading Corporation	3/25/98	ER98-2251-000
Ameren	Firm PTP TSA	Aquila Energy Marketing Corp.	6/14/02	ER02-1957-000
Ameren	Firm PTP TSA	Aquila Energy Marketing Corp.	1/1/01	ER01-1141-000
Ameren	Firm PTP TSA	Aquila Energy Marketing Corporation	8/23/99	ER99-4403-000
Ameren	Firm PTP TSA	Associated Electric Cooperative	8/29/00	ER00-3698-000
Ameren	Firm PTP TSA	Axia Energy	4/24/01	ER01-1934-000
Ameren	Firm PTP TSA	Axia Energy, LP	2/24/01	ER01-1431-000
Ameren	Firm PTP TSA	British Columbia Power Exchange Corporation	6/18/99	ER99-3506-000
Ameren	Firm PTP TSA	Calpine Energy Services, L.P.	7/16/01	ER01-2828-000
Ameren	Firm PTP TSA	Cargill-Alliant Energy Trading Group	11/1/99	ER00-1551-000
Ameren	Firm PTP TSA	Cargill-Alliant, L.L.C.	3/8/00	ER00-1953-000
Ameren	Firm PTP TSA	Cargill-Alliant, L.L.C.	7/30/97	ER97-4273-000
Ameren	Firm PTP TSA	Central and South West Services, Inc.	6/1/99	
Ameren	Firm PTP TSA	Central and South West Services, Inc.	6/1/02	
Ameren	Firm PTP TSA	Central Illinois Light Company Marketing	2/28/00	ER00-1953-000
Ameren	Firm PTP TSA	Central Illinois Light Company Retail	2/28/00	ER00-1953-000
Ameren	Firm PTP TSA	Central Illinois Public Service Company	8/7/97	ER97-4138-000
Ameren	Firm PTP TSA	Cinergy Services, Inc.	1/1/01	ER00-3623-000
Ameren	Firm PTP TSA	Cinergy Services, Inc.	8/27/97	ER97-4450-000
Ameren	Firm PTP TSA	Cinergy Services, Inc.	1/21/02	ER02-889-000
Ameren	Firm PTP TSA	Citizens Power Sales	8/15/97	ER97-4300-000
Ameren	Firm PTP TSA	City Water, Light & Power	12/31/97	ER98-1385-000
Ameren	Firm PTP TSA	Columbia Power Marketing Corporation	2/2/98	ER98-1961-000
Ameren	Firm PTP TSA	Columbia, Missouri (City of)	6/1/98	ER98-3323-000
Ameren	Firm PTP TSA	ComEd Wholesale Marketing	1/1/00	ER00-1498-000
Ameren	Firm PTP TSA	ComEd Wholesale Marketing	1/1/00	ER00-1498-000

Ameren	Firm PTP TSA	Excel Energy/Northern States Power	1/24/02	ER97-4300-000
Ameren	Firm PTP TSA	Exelon Generation Company, LLC	8/3/01	ER00-3623-000
Ameren	Firm PTP TSA	FirstEnergy Services Corp.	2/17/01	ER00-3623-000
Ameren	Firm PTP TSA	Florida Power & Light	10/6/98	ER01-1431-000
Ameren	Firm PTP TSA	FPL Energy Power Marketing, Inc.	9/22/00	ER99-311-000
Ameren	Firm PTP TSA	Griffin Energy Marketing	7/14/98	ER01-0058-000
Ameren	Firm PTP TSA	H.Q. Energy Services (U.S.) Inc.	10/31/00	ER98-4171-000
Ameren	Firm PTP TSA	Illinois Municipal Electric Agency	6/1/00	ER01-0527-000
Ameren	Firm PTP TSA	Illinois Power	1/24/02	ER00-3003-000
Ameren	Firm PTP TSA	Illinois Power Company	1/1/01	ER02-889-000
Ameren	Firm PTP TSA	Illinois Power Company	7/29/97	ER01-1059-000
Ameren	Firm PTP TSA	Illinova Energy Partners, Inc.	7/19/99	ER97-4100-000
Ameren	Firm PTP TSA	Kansas Electric Power Cooperative, Inc.	6/4/99	ER99-4049-000
Ameren	Firm PTP TSA	Koch Energy Trading, Inc.	4/28/97	ER99-3506-000
Ameren	Firm PTP TSA	LG&E Energy Marketing, Inc.	9/12/97	ER97-3072-000
Ameren	Firm PTP TSA	Louisville Gas & Electric Company	11/30/98	ER97-4674-000
Ameren	Firm PTP TSA	Madison Gas & Electric Company	1/2/01	ER99-881-000
Ameren	Firm PTP TSA	Merchant Energy Group of the Americas, Inc.	3/5/98	ER01-1056-000
Ameren	Firm PTP TSA	Merrill Lynch Capital Services, Inc.	6/18/99	ER98-2204-000
Ameren	Firm PTP TSA	MidAmerican Energy Company	9/12/97	ER99-3506-000
Ameren	Firm PTP TSA	MidAmerican Energy Company – Retail	11/16/99	ER97-4681-000
Ameren	Firm PTP TSA	Minnesota Power and Light Company	8/19/97	ER00-0781-000
Ameren	Firm PTP TSA	Minnesota Power, Inc.	12/9/99	ER97-4300-000
Ameren	Firm PTP TSA	Missouri Joint Municipal Electric Utility Commission	3/28/00	ER00-0836-000
Ameren	Firm PTP TSA	Morgan Stanley Capital Group Inc.	11/13/97	ER00-2217-000
Ameren	Firm PTP TSA	New Energy Ventures, Inc.	3/17/99	ER98-783-000
Ameren	Firm PTP TSA	New York State Electric & Gas Corporation	7/21/97	ER99-2480-000
Ameren	Firm PTP TSA	NorAm Energy Services, Inc.	8/19/97	
Ameren	Firm PTP TSA	North American Energy Conservation, Inc.	2/5/98	ER97-4300-000
Ameren	Firm PTP TSA	Northern States Power Company	12/1/97	ER98-1961-000
Ameren	Firm PTP TSA	NRG Power Marketing, Inc.	9/14/00	ER98-1065-000

Ameren	Firm PTP TSA	NSP Energy Marketing	1/1/02	ER01-0058-000
Ameren	Firm PTP TSA	OGE Energy Resources, Inc.	12/31/97	ER00-1498-000
Ameren	Firm PTP TSA	Omaha Public Power District	10/18/99	ER98-1457-000
Ameren	Firm PTP TSA	Oneok Power Marketing Company	1/20/99	ER00-0518-000
Ameren	Firm PTP TSA	Otter Tail Power Company	5/8/01	ER99-1652-000
Ameren	Firm PTP TSA	PanCanadian Energy Services Inc.	12/7/98	ER01-2174-000
Ameren	Firm PTP TSA	PECO Energy Company - Power Team	8/19/97	ER99-1177-000
Ameren	Firm PTP TSA	PECO Energy Company - Power Team	4/30/99	ER97-4300-000
Ameren	Firm PTP TSA	PG&E Energy Trading-Power, L.P.	7/26/98	ER99-2471-000
Ameren	Firm PTP TSA	PP&L, Inc.	3/29/99	ER98-4170-000
Ameren	Firm PTP TSA	ProLiance Energy, L.L.C.	10/13/97	ER99-2480-000
Ameren	Firm PTP TSA	Public Service Company of Colorado	5/4/99	ER98-321-000
Ameren	Firm PTP TSA	Public Service Company of Oklahoma	6/1/99	ER99-3099-000
Ameren	Firm PTP TSA	Public Service Company of Oklahoma	6/1/02	
Ameren	Firm PTP TSA	Public Service Electric and Gas Company	2/17/98	
Ameren	Firm PTP TSA	QST Energy Trading Inc.	6/1/97	ER98-2091-000
Ameren	Firm PTP TSA	Rainbow Energy Marketing Corporation	8/5/97	ER97-799-000
Ameren	Firm PTP TSA	Reliant Energy Services, Inc.	5/28/02	ER00-3623-000
Ameren	Firm PTP TSA	Reliant Energy Services, Inc.	12/1/99	ER97-4138-000
Ameren	Firm PTP TSA	Reliant Energy Services, Inc.	1/1/00	ER00-1008-000
Ameren	Firm PTP TSA	Reliant Energy Services, Inc.	1/1/00	ER00-1311-000
Ameren	Firm PTP TSA	Reliant Energy Services, Inc.	6/1/00	ER00-1312-000
Ameren	Firm PTP TSA	Reliant Energy Services, Inc.	6/1/00	ER00-3014-000
Ameren	Firm PTP TSA	Reliant Energy Services, Inc.	9/1/00	ER00-3014-000
Ameren	Firm PTP TSA	Reliant Energy Services, Inc.	9/1/00	ER01-0001-000
Ameren	Firm PTP TSA	Reliant Energy Services, Inc.	1/1/01	ER01-0001-000
Ameren	Firm PTP TSA	Reliant Energy Services, Inc.	6/1/01	ER01-1059-000
Ameren	Firm PTP TSA	Reliant Energy Services, Inc.	9/1/01	
Ameren	Firm PTP TSA	Reliant Energy Services, Inc.	9/1/01	
Ameren	Firm PTP TSA	Sempra Energy Trading Corporation	11/14/97	
Ameren	Firm PTP TSA	Sikeston Board of Municipal Utilities	8/7/97	
Ameren	Firm PTP TSA	Southern Company Energy Marketing, L.P.	8/29/97	ER97-4138-000
Ameren	Firm PTP TSA	Southern Company Services, Inc.	8/29/97	ER974525-000
Ameren	Firm PTP TSA	Southern Illinois Power Cooperative	5/5/98	ER97-4525-000

Ameren	Firm PTP TSA	Southern Indiana Gas & Electric Company	5/26/99	ER98-3035-000
Ameren	Firm PTP TSA	Southwestern Public Service Company	11/9/98	ER99-3506-000
Ameren	Firm PTP TSA	Split Rock Energy LLC	2/24/01	ER99-752-000
Ameren	Firm PTP TSA	Statoil Energy Trading, Inc.	1/21/99	ER01-1431-000
Ameren	Firm PTP TSA	Tenaska Power Services	1/1/00	ER99-1652-000
Ameren	Firm PTP TSA	Tenaska Power Services Company	1/1/01	ER00-1551-000
Ameren	Firm PTP TSA	Tenaska Power Services Company	11/19/97	ER01-1059-000
Ameren	Firm PTP TSA	Tennessee Power Company	8/22/97	ER98-783-000
Ameren	Firm PTP TSA	Tennessee Valley Authority	6/1/00	ER97-4450-000
Ameren	Firm PTP TSA	Tennessee Valley Authority	8/29/97	ER00-2958-000
Ameren	Firm PTP TSA	The Dayton Power and Light Company	5/20/99	ER97-4529-000
Ameren	Firm PTP TSA	The Energy Authority	4/26/99	ER99-3099-000
Ameren	Firm PTP TSA	The Power Company of America, L.P.	8/25/97	ER99-3099-000
Ameren	Firm PTP TSA	TransAlta Energy Marketing (U.S.), Inc.	10/6/98	ER97-4450-000
Ameren	Firm PTP TSA	TXU Energy Trading Company	8/26/99	ER99-311-000
Ameren	Firm PTP TSA	UtiliCorp United, Inc.	5/3/99	ER99-4403-000
Ameren	Firm PTP TSA	Valero Power Services Company	8/11/97	ER99-3099-000
Ameren	Firm PTP TSA	Virginia Electric and Power Company	8/11/97	ER97-4204-000
Ameren	Firm PTP TSA	Vitol Gas and Electric LLC	4/28/98	ER97-4204-000
Ameren	Firm PTP TSA	Wabash Valley Power Association, Inc.	5/1/98	ER98-3035-000
Ameren	Firm PTP TSA	Westar	6/14/02	ER02-2179-000
Ameren	Firm PTP TSA	Westar	1/23/02	ER98-3036-000
Ameren	Firm PTP TSA	Western Resources	1/1/01	
Ameren	Firm PTP TSA	Western Resources	1/1/01	ER01-1059-000
Ameren	Firm PTP TSA	Western Resources	1/1/01	ER01-1059-000
Ameren	Firm PTP TSA	Western Resources	9/12/97	ER01-1059-000
Ameren	Firm PTP TSA	Williams Energy Services Company	12/1/97	ER97-4681-000
Ameren	Firm PTP TSA	Wisconsin Electric Power Company	8/12/97	ER98-1065-000
Ameren	Firm PTP TSA	Wisconsin Energy	6/12/02	ER02-2179-000
Ameren	Firm PTP TSA	Wisconsin Power & Light Company	6/1/97	ER97-4300-000
Ameren	Firm PTP TSA	Xcel Energy	1/1/01	ER97-3118-000
Ameren	Firm PTP TSA	IMEA	9/28/02	ER02-2534-001
Ameren	Firm PTP TSA	Ameren Energy, As Agent for Ameren Services Company	9/29/02	ER03-2-000
Ameren	Firm PTP TSA	Ameren Energy, As Agent for Ameren Services	10/28/02	ER03-97-000

Ameren	Firm PTP TSA	Ameren Energy, As Agent for Ameren Services Company	1/7/02	ER03-336-000

AMEREN

II. Network Integration Service Agreements

Transmission Owner	Title of Agreement	Contract With:	Date of Agreement	FERC Docket #
Ameren	Network Service Agreement	AmerenCIPS	8/3/00	ER00-3579-000
Ameren	Network Service Agreement	California, Missouri (City of)	11/24/98	ER99-985-000
Ameren	Network Service Agreement	Central Illinois Light Company (CILCO)	9/17/00	ER01-0117-000
Ameren	Network Service Agreement	Centralia, Missouri (City of)	2/1/98	ER98-1990-000
Ameren	Network Service Agreement	Cinergy Power Marketing, Inc. on behalf of Southwestern Electric Cooperative, Inc. (unexecuted)	6/1/02	ER02-2236-000
Ameren	Network Service Agreement	Citizens Electric Corporation (unexecuted)	1/1/02	ER02-929-000
Ameren	Network Service Agreement	Clay Electric Cooperative, Inc.	1/1/00	ER00-1379-000
Ameren	Network Service Agreement	Edgar Electric Cooperative Association, d/b/a EnerStar Power Corp.	4/1/02	ER02-1693-002
Ameren	Network Service Agreement	Edgar Electric Cooperative Association, d/b/a EnerStar Power Corp.	5/1/02	ER02-1936-000
Ameren	Network Service Agreement	Mount Carmel Public Utility Company, Inc.	5/1/02	ER02-1693-000
Ameren	Network Service Agreement	EnerStar Power Corporation	7/1/01	ER01-2437-000
Ameren	Network Service Agreement	Farmington, Missouri (City of)	1/1/02	ER02-930-000
Ameren	Network Service Agreement	Fredericktown, Missouri (City of)	1/1/02	ER02-928-000
Ameren	Network Service Agreement	Hannibal, Missouri (City of)	1/1/98	ER98-1695-000
Ameren	Network Service Agreement	Illinois Municipal Electric Agency	6/1/00	ER02-196-000

Ameren	Network Service Agreement	Kahoka, Missouri (City of)	4/1/98	ER98-2203-000
Ameren	Network Service Agreement	Kirkwood, Missouri (City of)	1/1/98	ER98-1695-000
Ameren	Network Service Agreement	Linneus, Missouri (City of)	1/11/99	ER99-1440-000
Ameren	Network Service Agreement	Marceline, Missouri (City of)	1/19/99	ER99-1918-000
Ameren	Network Service Agreement	MidAmerican Energy Company	9/1/00	ER00-3700-000
Ameren	Network Service Agreement	Newton, Illinois (City of)	10/3/00	ER01-1184-000
Ameren	Network Service Agreement	Owensville, Missouri (City of)	1/1/02	ER02-931-000
Ameren	Network Service Agreement	Perry, Missouri (City of)	12/8/98	ER99-1266-000
Ameren	Network Service Agreement	Rolla Municipal Utilities	1/1/01	ER01-1136-000
Ameren	Network Service Agreement	Soyland Electric Cooperative (unexecuted)	1/1/03	TBD
Ameren	Network Service Agreement	St. James, Missouri (City of)	11/1/98	ER99-376-000
Ameren	Network Service Agreement	Wayne-White Counties Electric Cooperative, Inc.	4/1/02	ER02-1546-000
Ameren	Network Service Agreement	Ameren Energy Marketing, Inc.	5/1/02	ER02-1936-002
Ameren	Network Service Agreement	EnerStar Electric Cooperative, Inc.	6/1/02	ER02-2176-000
Ameren	Network Service Agreement	Wabash Valley Power Association (as agent for MJM Electric Cooperative, Inc.) (unexecuted)	1/1/03	TBD

ATSI Schedule 3 to ITC Agreement
FERC Jurisdictional Contracts to be transferred by ATSI

I. Facilities Agreements

Transmission Owner	Title of Agreement	Party(ies) to Contract (if not evident from title)	Date of Agreement	Docket No. or FERC Rate Schedule No.
American Transmission Systems, Inc. (ATSI)	Agreement for Construction, Operation and Compensation of Delivery Points	Village of Genoa	01/02/2001	ER01-1154-000
ATSI	Agreement for Construction, Operation and Compensation of Delivery Points	Village of Grafton	10/01/2001	n/a
ATSI	Agreement for Construction, Operation and Compensation of Delivery Points	Borough of Zelenople	03/01/2001	ER01-1360-000

ATSI	Reconductoring Agreement	Allegheny Power (Allegheny Operating Companies)	02/01/2001	ER01-1395
ATSI	Agreement for Construction, Operation and Compensation of Delivery Points	Village of Woodville	08/14/2001	n/a
ATSI and FirstEnergy Operating Companies	Interchange Agreement	Duquesne Light Company	12/02/99	ER00-776

II. Interconnection Agreements

Name of Generator	Name of Plant(s)	Host Transmission Owner	Date of Interconnection Agreement	Type of Facility	Type of Generator	Contract Termination Year	Docket No. or FERC Rate Schedule No.	Contract Capacity (KW)
Mid-Atlantic Energy Development Company	Richland	American Transmission Systems, Inc.	06/01/2000		Utility	Commercial operations ceases or by mutual agreement of the Parties	ER00-3239-000 and ER00-3239-001	390,000 KW
Bio Energy (Ohio), LLC	Ottawa County Landfill	American Transmission Systems, Inc.	09/01/2000		QF/SPP	Commercial operations ceases or by mutual agreement of the Parties		2,600 KW
FirstEnergy Nuclear Operating Company	Perry Nuclear Power Plant, Davis-Besse Nuclear Power Station, Beaver Valley Power Station, Unit 1 and Unit 2	American Transmission Systems, Inc.	Pre-existing		Utility	Commercial operations ceases or by mutual agreement of the Parties	EC01-52 and ER01-842	Perry 1,260 MW; Davis-Besse 883 MW; Beaver Valley Unit 1-841 MW and Unit 2 – 848 MW
Dominion Equipment, Inc.	Troy Energy	American Transmission Systems, Inc.	01/04/2002		IPP	Commercial operations ceases or by mutual agreement of the Parties	ER01-1170-000	600 MW
FirstEnergy Generation Corp.	Ashtabula, BayShore,	American Transmission	Pre-existing		Utility	Commercial operations ceases or by mutual agreement of the Parties	EC01-52 and ER01-842	Ashtabula 376 MW;

	Burger, Eastlake, Edgewater, Lakeshore, Mad River, Mansfield, Richland, Sammis, Stryker, West Lorain	Systems, Inc.				by mutual agreement of the Parties		Bay Shore 648 MW; Burger 413 MW; Eastlake 1,262 MW; Edgewater 148 MW; Lakeshore 249 MW; Mad River 60 MW; Mansfield 2,360 MW; Richland 42 MW; Sammis 2,233 MW; Stryker 18 MW; West Lorain 545 MW
Orion Power Holdings, Inc.	Avon Units #6, 7, 9 and 10	American Transmission Systems, Inc.	Pre-Existing	Utility		Commercial operations ceases or by mutual agreement of the Parties	ER00-1460-000	Units #6 – 25 MW, #7-95 MW, #9 – 596 MW, #10- 29 MW
Orion Power Holdings, Inc.	Niles Units #1, 2 and CTA	American Transmission Systems, Inc.	Pre-Existing	Utility		Commercial operations ceases or by mutual agreement of the Parties	ER00-1460-000	Units #1-108 MW, #2 – 108 MW, CFA – 30 MW
Orion Power Holdings, Inc.	New Castle Units # 3,4, 5 and AEMD/BE MD	American Transmission Systems, Inc.	Pre-Existing	Utility		Commercial operations ceases or by mutual agreement of the Parties	ER00-1460-000	#3-98 MW, #4-98 MW, #5-137 MW, AEMD/BE MD-6 MW

Fremont Energy Center, L.L.C. (Calpine Energy)	Fremont Energy Center	American Transmission Systems, Inc.	09/2001		IPP	Commercial operations ceases or by mutual agreement of the Parties	ER02- 132-000	685 MW
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SPP - Small Power Production QF - Qualifying Facility
Cogen - Cogeneration Util - Utility
IPP - Independent Power Producer

III. Point-to Point Service Agreements

Non-Firm Point-To-Point Transmission Umbrella Agreement

	<u>CUSTOMER</u>	<u>CASE NUMBER</u>	<u>EFFECTIVE DATE OF SERVICE AGREEMENT</u>	<u>APPROVAL DATE</u>
ATSI	Public Service Electric & Gas Company	ER98-958-000	November 21, 1997	January 28, 1999
ATSI	Aquila Power Corporation	ER98-958-000	December 01, 1997	January 28, 1999
ATSI	Atlantic City Electric Company	ER98-958-000	December 01, 1997	January 28, 1999
ATSI	Duke Energy Trading & Marketing, LLC	ER98-958-000	December 01, 1997	January 28, 1999
ATSI	Electric Clearinghouse, Incorporated DBA Dynegy Power Marketing, Inc.	ER98-958-000	December 01, 1997	January 28, 1999
ATSI				
ATSI	NESI Power Marketing, Inc.	ER98-958-000	December 01, 1997	January 28, 1999
ATSI	NP Energy Inc.	ER98-958-000	December 01, 1997	January 28, 1999
ATSI	PECO Energy Company – Power Team	ER98-958-000	December 01, 1997	January 28, 1999
ATSI	Sonat Power Marketing L.P.	ER98-958-000	December 01, 1997	January 28, 1999
ATSI	Tennessee Power Company	ER98-958-000	December 01, 1997	January 28, 1999
ATSI	WPS Energy Services, Inc.	ER98-958-000	December 01, 1997	January 28, 1999
ATSI	Bulk Power – FirstEnergy Corp.	ER98-978-000	December 01, 1997	January 28, 1999
ATSI	CMS Marketing, Services and Trading Co.	ER98-978-000	December 01, 1997	January 28, 1999
ATSI	Coral Power, L.L.C.	ER98-978-000	December 01, 1997	January 28, 1999
ATSI	Power Company of America, L.P.	ER98-978-000	December 01, 1997	January 28, 1999
ATSI				
ATSI	AYP Energy, Incorporated	ER98-1050-000	December 01, 1997	January 28, 1999
ATSI	Cinergy Services, Incorporated	ER98-1050-000	December 01, 1997	January 28, 1999
ATSI	MidCon Power Services Corporation	ER98-1050-000	December 01, 1997	January 28, 1999
ATSI	Northeast Utilities Service Company	ER98-1050-000	December 01, 1997	January 28, 1999
ATSI	Virginia Electric and Power Company	ER98-1050-000	December 01, 1997	January 28, 1999
ATSI	AES Power, Incorporated	ER98-1073-000	December 01, 1997	January 28, 1999
ATSI	CNG Power Services Corporation	ER98-1073-000	December 01, 1997	January 28, 1999

ATSI	The Dayton Power and Light Company	ER98-1073-000	December 01, 1997	January 28, 1999
ATSI	Equitable Power Services Company	ER98-1073-000	December 01, 1997	January 28, 1999
ATSI	Federal Energy Sales, Incorporated	ER98-1073-000	December 01, 1997	January 28, 1999
ATSI	Minnesota Power & Light Company	ER98-1073-000	December 01, 1997	January 28, 1999
ATSI	New York State Electric & Gas Corp.	ER98-1073-000	December 01, 1997	January 28, 1999
ATSI	NorAm Energy Services, Incorporated; DBA Reliant Energy Services, Inc.	ER98-1073-000	December 01, 1997	January 28, 1999
ATSI	Pennsylvania Power & Light, Inc.	ER98-1073-000	December 01, 1997	January 28, 1999
ATSI	Rainbow Energy Marketing Corporation	ER98-1073-000	December 01, 1997	January 28, 1999
ATSI	Wabash Valley Power Association, Inc.	ER98-1073-000	December 01, 1997	January 28, 1998
ATSI	Delmarva Power & Light Company	ER98-1143-000	December 01, 1997	February 13, 1998
ATSI	Illinois Power Company	ER98-1143-000	December 01, 1997	February 13, 1998
ATSI	Carolina Power & Light Company	ER98-1265-000	December 03, 1997	February 13, 1998
ATSI	ConAgra Energy Services, Incorporated	ER98-1265-000	December 03, 1997	February 13, 1998
ATSI	Constellation Power Source, Incorporated		December 03, 1997	February 13, 1998
ATSI	Detroit Edison Company		December 03, 1997	February 13, 1998
ATSI	Engelhard Power Marketing, Incorporated		December 03, 1997	February 13, 1998
ATSI	Vitol Gas & Electric, LLC	ER98-1265-000	December 03, 1997	February 13, 1998

Non-Firm Point-To-Point Transmission Umbrella Agreement

<u>TRANSMISSION OWNER</u>	<u>CUSTOMER</u>	<u>CASE NUMBER</u>	<u>EFFECTIVE DATE OF SERVICE AGREEMENT</u>	<u>APPROVAL DATE</u>
ATSI	Wisconsin Electric Power Company	ER98-1265-000	December 03, 1997	February 13, 1998
ATSI	Commonwealth Edison Company	ER98-1265-000	December 03, 1997	February 13, 1998
ATSI	GPU Energy	ER98-1265-000	December 03, 1997	February 13, 1998
ATSI	American Electric Power Service Corp.	ER98-1395-000	January 01, 1998	February 27, 1998
ATSI	Allegheny Power Service Corporation	ER98-1395-000	January 01, 1998	February 27, 1998
ATSI	American Municipal Power – Ohio	ER98-1395-000	January 01, 1998	February 27, 1998
ATSI	Ohio Valley Electric Corporation	ER98-1395-000	January 01, 1998	February 27, 1998
ATSI	PacifiCorp Power Marketing, Incorporated	ER98-1395-000	January 01, 1998	February 27, 1998
ATSI	Plum Street Energy Marketing, Incorporated	ER98-1395-000	January 01, 1998	February 27, 1998
ATSI	Williams Energy Services Company	ER98-1395-000	January 01, 1998	February 27, 1998
ATSI	Louisville Gas and Electric Company	ER98-1600-000	January 01, 1998	March 13, 1998
ATSI	Morgan Stanley Capital Group, Incorporated	ER98-1600-000	January 01, 1998	March 13, 1998
ATSI	Duquesne Light Company	ER98-1723-000	January 08, 1998	March 13, 1998
ATSI	Tenaska Power Services Company	ER98-1723-000	January 08, 1998	March 13, 1998
ATSI	Consumers Energy Co. – “Michigan Companies”	ER98-1920-000	February 01, 1998	April 14, 1998
ATSI	Detroit Edison Co. – “Michigan Companies”	ER98-1920-000	February 01, 1998	April 14, 1998
ATSI	BP Energy Company	ER98-1986-000	February 01, 1998	April 14, 1998
ATSI	Florida Power Corporation	ER98-1986-000	February 01, 1998	April 14, 1998
ATSI	LG&E Energy Marketing, Incorporated	ER98-1986-000	February 01, 1998	April 14, 1998
ATSI	VTEC Energy, Incorporated	ER98-2153-000	March 01, 1998	April 29, 1998
ATSI	Cargill – Alliant, LLC	ER98-2321-000	March 01, 1998	May 15, 1998
ATSI	Enron Power Marketing	ER98-2321-000	March 01, 1998	May 15, 1998
ATSI	DTE Energy Trading, Inc.	ER98-2691-000	April 01, 1998	June 16, 1998
ATSI	SCANA Energy Marketing, Inc.	ER98-2691-000	April 01, 1998	June 16, 1998
ATSI	Merchant Energy Group of the Americas, Inc.	ER98-2966-000	April 27, 1998	June 29, 1998
ATSI	ProLiance Energy, LLC		May 15, 1998	July 29, 1998
ATSI	Northern / AES Energy, L.L. C.	ER98-3567-000	June 15, 1998	August 31, 1998

ATSI	Northern Indiana Public Service Company	ER98-3567-000	June 15, 1998	August 31, 1998
ATSI	PG & E Energy Trading – Power, L.P.	ER98-3567-000	June 15, 1998	August 31, 1998
ATSI	Avista Energy, Incorporated	ER98-3567-000	July 01, 1998	August 31, 1998
ATSI	Western Resources		July 20, 1998	September 17, 1998
ATSI	West Penn Power	ER99-0354-000	October 15, 1998	December 08, 1998
ATSI	Columbia Power Marketing	ER99-0354-000	October 15, 1998	December 08, 1998
ATSI	Sempra Energy Trading Corporation	ER99-0656-000	October 30, 1998	January 14, 1999
ATSI	FirstEnergy Trading & Power Marketing	ER99-0656-000	November 01, 1998	January 14, 1999
ATSI	Potomac Electric Power Company	ER99-0656-000	November 01, 1998	January 14, 1999
ATSI	El Paso Power Services Company	ER99-860-000	November 20, 1998	January 29, 1999
ATSI	Merrill Lynch Capital Services, Inc.	ER99-1816-000	February 09, 1999	April 14, 1999
ATSI	PP&L EnergyPlus Co.	ER99-1863-000	February 04, 1999	April 14, 1999
ATSI	DukeSolutions, Inc.	ER99-2071-000	March 03, 1999	April 29, 1999
ATSI	Automated Power Exchange	ER99-2841-000	April 26, 1999	June 30, 1999
ATSI	Ameren Services Company	ER99-2842-000	May 01, 1999	June 30, 1999
ATSI	TransAlta Energy Marketing (US), Inc.	ER99-3171-000	May 24, 1999	July 30, 1999
ATSI	Florida Power & Light Company	ER99-3604-000	July 15, 1999	August 30, 1999

Non-Firm Point-To-Point Transmission Umbrella Agreement

<u>TRANSMISSION OWNER</u>	<u>CUSTOMER</u>	<u>CASE NUMBER</u>	<u>EFFECTIVE DATE OF SERVICE AGREEMENT</u>	<u>APPROVAL DATE</u>
ATSI	FPL Energy Power Marketing, Inc.	ER99-3604-000	July 15, 1999	August 30, 1999
ATSI	FirstEnergy Wholesale Energy Transactions	ER99-3845-000	July 22, 1999	September 14, 1999
ATSI	Consumers Energy Company	ER99-4233-000	August 23, 1999	October 13, 1999
ATSI	Northern States Power Company	ER99-4437-000	September 09, 1999	October 28, 1999
ATSI	Conectiv Energy Supply, Inc.	ER99-0649-000	November 10, 1999	January 11, 2000
ATSI	Edison Mission Marketing & Trading, Inc.	ER00-0758-000	December 3, 1999	January 27, 2000
ATSI	Allegheny Energy Supply Company, LLC	ER00-0877-000	December 10, 1999	February 07, 2000
ATSI	ACN Power, Inc.	ER00-1200-000	January 07, 2000	March 14, 2000
ATSI	Borough of Zelienople	ER00-1706-000	March 01, 2000	April 07, 2000

ATSI	Statoil Energy Services, Inc.	ER00-1960-000	April 01, 2000	May 04, 2000
ATSI	Amerada Hess Corporation	ER00-2263-000	April 10, 2000	June 05, 2000
ATSI	Orion Power MidWest	ER00-2349-000	April 26, 2000	June 05, 2000
ATSI	Pepco Services, Inc.	ER00-2518-000	May 16, 2000	July 05, 2000
ATSI	MIECO, Inc.	ER00-2693-000	May 30, 2000	July 19, 2000
ATSI	Public Service Company of Colorado	ER00-2792-000	June 09, 2000	July 19, 2000
ATSI	El Paso Merchant Energy, L.P.	ER00-2884-000	June 16, 2000	August 10, 2000
ATSI	The Legacy Energy Group, LLC	ER00-3065-000	June 30, 2000	August 21, 2000
ATSI	H.Q. Energy Services (U.S.) Inc.	ER00-3220-000	July 19, 2000	September 08, 2000
ATSI	Alliance Energy Services Partnership	ER00-3514-000	August 15, 2000	October 06, 2000
ATSI	The Energy Authority, Inc.	ER00-3541-000	August 23, 2000	October 06, 2000
ATSI	MidAmerican Energy Company (Retail)	ER00-3541-000	August 23, 2000	October 06, 2000
ATSI	MidAmerican Energy Company	ER00-3541-000	August 23, 2000	October 06, 2000
ATSI	Wolverine Power Supply Cooperative, Inc.	ER01-0386-000	October 31, 2000	December 20, 2000
ATSI	NRG Power Marketing, Inc.	ER01-0386-000	October 31, 2000	December 20, 2000
ATSI	Powerex Corp.	ER01-0386-000	October 31, 2000	December 20, 2000
ATSI	City of Cleveland, Department of Public Utilities, Division of Cleveland Public Power	ER01-0661-000 and ER01-0681-000	December 11, 2000	January 26, 2001
ATSI	FirstEnergy Services Corp.	ER01-1180-000	January 22, 2001	March 23, 2001
ATSI	Ameren Energy Marketing Company	ER01-1498-000	March 09, 2001	April 25, 2001
ATSI	Axia Energy, LP DBA Entergy-Koch Trading, LP	ER01-1513-000	March 09, 2001	April 25, 2001
ATSI	AES NewEnergy, Inc.	ER01-1880-000	April 25, 2001	June 07, 2001
ATSI	Strategic Energy L.L.C.	ER01-2023-000	May 08, 2001	June 19, 2001
ATSI	Engage Energy America L.L.C.	ER01-2236-000	June 05, 2001	July 24, 2001
ATSI	Mirant Americas Energy Marketing, LP	ER01-2687-000	July 25, 2001	September 07, 2001
ATSI	Exelon Generation Company, LLC	ER01-2786-000	July 31, 2001	September 21, 2001
ATSI	Calpine Energy Services, L.P.	ER01-3090-000	September 20, 2001	October 31, 2001
	Dominion Nuclear Marketing II, Inc.		December 6, 2001	January 22, 2002
	Dominion Energy Marketing, Inc.		March 18, 2002	
	UBS AG, London Branch		March 27, 2002	
	NSP Energy Marketing		June 13, 2002	
	Split Rock Energy LLC		October 22, 2002	

Short-Term Firm Point-To-Point Transmission Umbrella Agreements

<u>TRANSMISSION OWNER</u>	<u>CUSTOMER</u>	<u>CASE NUMBER</u>	<u>EFFECTIVE DATE OF SERVICE AGREEMENT</u>	<u>APPROVAL DATE</u>
ATSI	American Municipal Power – Ohio	ER98-1921-000	February 01, 1998	April 14, 1998
ATSI	Pennsylvania Power & Light, Incorporated	ER98-1987-000	February 01, 1998	April 14, 1998
ATSI	Cargill – Alliant, LLC	ER98-2321-000	March 01, 1998	May 15, 1998
ATSI	Enron Power Marketing	ER98-2321-000	March 01, 1998	May 15, 1998
ATSI	Vitol Gas & Electric, LLC	ER98-2576-000	March 26, 1998	June 16, 1998
ATSI	Tenaska Power Services Company	ER98-2576-000	April 01, 1998	June 16, 1998
ATSI	Aquila Power Corporation	ER98-2689-000	April 01, 1998	June 16, 1998
ATSI	Merchant Energy Group of the Americas, Inc.	ER98-2969-000	April 27, 1998	June 29, 1998
ATSI	AYP Energy, Incorporated	ER98-2969-000	May 01, 1997	June 29, 1998
ATSI	Wabash Valley Power Assoc., Inc.	ER98-3117-000	May 01, 1998	July 09, 1998
ATSI	ProLiance Energy, LLC	ER98-3211 and ER3211-000	May 15, 1998	July 29, 1998
ATSI	The Detroit Edison Company	ER98-3212-000	May 22, 1998	July 29, 1998
ATSI	CNG Power Services Corporation	ER98-3212-000	June 01, 1998	July 29, 1998
ATSI	DTE Energy Trading, Incorporated	ER98-3212-000	June 01, 1998	July 29, 1998
ATSI	Federal Energy Sales, Incorporated	ER98-3212-000	June 01, 1998	July 29, 1998
ATSI	Public Service Electric & Gas Company	ER98-3212-000	June 01, 1998	July 29, 1998
ATSI	Tennessee Power Company	ER98-3212-000	June 01, 1998	July 29, 1998
ATSI	Constellation Power Source, Inc.	ER98-3400-000	May 18, 1998	August 17, 1998
ATSI	Commonwealth Edison Company	ER98-3400-000	June 01, 1998	August 17, 1998
ATSI				
ATSI	FirstEnergy Corp – Bulk Power	ER98-3400-000	June 01, 1998	August 17, 1998
ATSI	Illinois Power Company	ER98-3400-000	June 01, 1998	August 17, 1998
ATSI	Morgan Stanley Capital Group, Inc.	ER98-3400-000	June 01, 1998	August 17, 1998
ATSI	Northeast Utilities Service Company	ER98-3400-000	June 01, 1998	August 17, 1998
ATSI	PECO Energy Company	ER98-3400-000	June 01, 1998	August 17, 1998
ATSI	Rainbow Energy Marketing Corp.	ER98-3400-000	June 01, 1998	August 17, 1998

ATSI	Sonat Power Marketing L.P.	ER98-3400-000	June 01, 1998	August 17, 1998
ATSI				
ATSI	Virginia Electric and Power Company	ER98-3400-000	June 01, 1998	August 17, 1998
ATSI	Williams Energy Services Co.	ER98-3400-000	June 01, 1998	August 17, 1998
ATSI	BP Energy Company	ER98-3400-000	June 15, 1998	August 17, 1998
ATSI	NorAm Energy Services, Inc.	ER98-3400-000	June 15, 1998	August 17, 1998
ATSI	Wisconsin Electric Power Company	ER98-3400-000	June 15, 1998	August 17, 1998
ATSI	Coral Power, L.L.C.	ER98-3437-000	June 01, 1998	August 17, 1998
ATSI	Dayton Power & Light	ER98-3437-000	June 01, 1998	August 17, 1998
ATSI	Duquesne Light Company	ER98-3437-000	June 01, 1998	August 17, 1998

Short-Term Firm Point-To-Point Transmission Umbrella Agreement

<u>TRANSMISSION OWNER</u>	<u>CUSTOMER</u>	<u>CASE NUMBER</u>	<u>EFFECTIVE DATE OF SERVICE AGREEMENT</u>	<u>APPROVAL DATE</u>
ATSI	PacifiCorp Power Marketing, Inc.	ER98-3437-000	June 01, 1998	August 17, 1998
ATSI	Plum Street Energy Marketing, Inc.	ER98-3437-000	June 01, 1998	August 17, 1998
ATSI	American Electric Power Service Corporation	ER98-3572-000	June 15, 1998	August 31, 1998
ATSI	Equitable Power Services Company	ER98-3572-000	June 15, 1998	August 31, 1998
ATSI	Northern / AES Energy, L.L.C.	ER98-3572-000	June 15, 1998	August 31, 1998
ATSI	Allegheny Power Service Corporation	ER98-3572-000	July 01, 1998	August 31, 1998
ATSI	VTEC Energy, Incorporated	ER98-3567-000	June 15, 1998	August 31, 1998
		ER98-3572-000		
ATSI	Cinergy Services, Incorporated	ER98-3909-000	July 15, 1998	September 17, 1998
ATSI	LG&E Energy Marketing, Incorporated	ER98-3909-000	July 15, 1998	September 17, 1998
ATSI	Western Resources	ER98-4022-000 and ER98-4023-000	July 20, 1998	September 17, 1998
		ER98-4239-000		
ATSI	Electric Clearinghouse, Incorporated DBA Dynegy Power Marketing, Inc.	ER98-4239-000	August 01, 1998	October 01, 1998
ATSI	Minnesota Power, Incorporated	ER98-4239-000	August 01, 1998	October 01, 1998
ATSI	WPS Energy Services, Incorporated	ER98-4239-000	August 01, 1998	October 01, 1998

ATSI	PG&E Energy Trading – Power, L.P.	ER98-4308-000	August 14, 1998	October 13, 1998
ATSI	Consumers Energy Co. – “Michigan Companies”	ER99-0241-000	October 01, 1998	December 08, 1998
ATSI	Detroit Edison Co. – “Michigan Companies”	ER99-0241-000	October 01, 1998	December 08, 1998
ATSI	Sempra Energy Trading Corporation	ER99-0655-000	October 30, 1998	January 14, 1999
ATSI	FirstEnergy Trading & Power Marketing	ER99-0655-000	November 01, 1998	January 14, 1999
ATSI	Potomac Electric Power Company	ER99-0655-000	November 01, 1998	January 14, 1999
ATSI	West Penn Power	ER99-0814-000	November 20, 1998	January 29, 1999
ATSI	Columbia Energy Power Marketing Corporation	ER99-1587-000	January 20, 1999	March 15, 1999
ATSI	Merrill Lynch Capital Services, Inc.	ER99-1824-000	February 09, 1999	April 14, 1999
ATSI	Delmarva Power & Light Company	ER99-1824-000	February 09, 1999	April 14, 1999
ATSI	PP&L Energy Plus Co.	ER99-1864-000	February 04, 1999	April 14, 1999
ATSI	DukeSolutions, Inc.	ER99-2070-000	March 03, 1999	April 29, 1999
ATSI	Automated Power Exchange	ER99-2840-000	April 26, 1999	June 30, 1999
ATSI	Ameren Services Company	ER99-2840-000	May 01, 1999	June 30, 1999
ATSI	TransAlta Energy Marketing (US), Inc.	ER99-3173-000	May 24, 1999	July 30, 1999
ATSI	Carolina Power & Light Company	ER99-3327-000	June 10, 1999	August 13, 1999
ATSI	Louisville Gas & Electric Company	ER99-3602-000	July 06, 1999	August 30, 1999
ATSI	Florida Power & Light Company	ER99-3605-000	July 15, 1999	August 30, 1999
ATSI	FPL Energy Power Marketing, Inc.	ER99-3605-000	July 15, 1999	August 30, 1999
ATSI	Duke Energy Trading & Marketing, L.L.C.	ER99-3751-000	July 21, 1999	September 14, 1999
ATSI	FirstEnergy Wholesale Energy Transactions	ER99-3836-000	July 22, 1999	September 14, 1999
ATSI	Consumers Energy Company	ER99-4232-000	August 23, 1999	October 13, 1999
ATSI	Northern States Power Company	ER99-4435-000	September 09, 1999	October 28, 1999
ATSI	Edison Mission Marketing & Trading, Inc.	ER00-0758-000	December 3, 1999	January 27, 2000
ATSI	Allegheny Energy Supply Company, LLC	ER00-0880-000	December 10, 1999	February 07, 2000
ATSI	ACN Power, Inc.	ER00-1201-000	January 07, 2000	March 14, 2000

Short-Term Firm Point-To-Point Transmission Umbrella Agreement

<u>TRANSMISSION OWNER</u>	<u>CUSTOMER</u>	<u>CASE NUMBER</u>	<u>EFFECTIVE DATE OF SERVICE AGREEMENT</u>	<u>APPROVAL DATE</u>
ATSI	Borough of Zelenople	ER00-1710-000	March 01, 2000	April 07, 2000
ATSI	Connectiv Energy Supply, Inc.	ER00-1945-000	March 20, 2000	May 04, 2000
ATSI	Amerada Hess Corporation	ER00-2262-000	April 10, 2000	June 05, 2000
ATSI	Orion Power MidWest	ER00-2350-000	April 26, 2000	June 05, 2000
ATSI	Pepco Services, Inc.	ER00-2519-000	May 16, 2000	July 05, 2000
ATSI	MIECO, Inc.	ER00-2694-000	May 30, 2000	July 19, 2000
ATSI	Public Service Company of Colorado	ER00-2793-000	June 09, 2000	July 19, 2000
ATSI	El Paso Merchant Energy, L.P.		June 16, 2000	August 10, 2000
ATSI	The Legacy Energy Group, LLC	ER00-3064-000	June 30, 2000	August 21, 2000
ATSI	H.Q. Energy Services (U.S) Inc.	ER00-3221-000	July 19, 2000	September 08, 2000
ATSI	Alliance Energy Services Partnership	ER00-3516-000	August 15, 2000	October 06, 2000
ATSI	The Energy Authority, Inc.	ER00-3538-000	August 23, 2000	October 06, 2000
ATSI	MidAmerican Energy Company (Retail)	ER00-3538-000	August 23, 2000	October 06, 2000
ATSI	MidAmerican Energy Company	ER00-3538-000	August 23, 2000	October 06, 2000
ATSI	Wolverine Power Supply Cooperative, Inc.	ER01-0382-000	October 31, 2000	December 20, 2000
ATSI	NRG Power Marketing, Inc.	ER01-0382-000	October 31, 2000	December 20, 2000
ATSI	Powerex Corp.	ER01-0382-000	October 31, 2000	December 20, 2000
ATSI	City of Cleveland, Department of Public Utilities, Division of Cleveland Public Power	ER01-1095-000	December 11, 2000	January 26, 2001
ATSI	FirstEnergy Services Corp.	ER01-1179-000	January 22, 2001	March 23, 2001
ATSI	Ameren Energy Marketing Company	ER01-1499-000	March 09, 2001	April 25, 2001
ATSI	Axia Energy, LP DBA Entergy - Koch Trading, LP	ER01-1511-000	March 09, 2001	April 25, 2001
ATSI	AES NewEnergy, Inc.	ER01-1882-000	April 25, 2001	June 07, 2001
ATSI	Strategic Energy L.L.C.	ER01-2024-000	May 08, 2001	June 19, 2001
ATSI	Engage Energy America L.L.C.	ER01-2237-000	June 05, 2001	July 24, 2001
ATSI	Mirant Americas Energy Marketing,	ER01-2686-000	July 25, 2001	September 07, 2001

ATSI	LP	Exelon Generation Company, LLC	ER01-2769-000	July 31, 2001	September 21, 2001
ATSI		Calpine Energy Services, L.P.	ER01-3091-000	September 20, 2001	October 31, 2001
		CMS Marketing, Services and Trading Company		October 1, 2001	December 06, 2001
		Dominion Nuclear Marketing II, Inc.		December 6, 2001	January 22, 2002
		Dominion Energy Marketing, Inc.		March 18, 2002	
		UBS AG, London Branch		March 27, 2002	
		NSP Energy Marketing		June 13, 2002	
		Split Rock Energy LLC		October 22, 2002	

Long-Term Firm Point-To-Point Transmission Agreement

<u>TRANSMISSION OWNER</u>	<u>CUSTOMER</u>	<u>CASE NUMBER</u>	<u>EFFECTIVE DATE OF SERVICE AGREEMENT</u>	<u>APPROVAL DATE</u>
ATSI	American Municipal Power – Ohio, Inc.	ER01-1140-000	January 01, 2001	March 09, 2001
ATSI	The Detroit Edison Company	ER01-1140-000	January 01, 2001	March 09, 2001
ATSI	FirstEnergy Corporation	ER01-1140-000	January 01, 2001	March 09, 2001
ATSI	City of Cleveland, Department of Public Utilities, Division of Cleveland Public Power	ER01-1095-000	January 01, 2001	March 09, 2001
ATSI	American Municipal Power – Ohio, Inc.		January 01, 2002	
ATSI	FirstEnergy Corporation		January 01, 2002	
ATSI	City of Cleveland, Department of Public Utilities, Division of Cleveland Public Power		January 01, 2002	

IV. Network Integration Transmission Service Customers

Transmission Owner	Title of Agreement	Party(ies) to Contract (if not evident from title)	Date of Agreement	Docket No. or FERC Rate Schedule No.
American Transmission Systems, Inc. (ATSI)	OH Electric Choice (Retail)	Advantage Energy, Inc.	04/10/2001	ER01-1766-000
ATSI	OH Electric Choice (Retail)	Green Mountain Energy Company	04/01/2001	ER01-1560-000
ATSI	OH Electric Choice (Retail)	AEP Ohio Commercial & Industrial Retail Co. L.L.C.	n/a	n/a Service Agreement #297
ATSI	OH Electric Choice (Retail)	AEP Ohio Retail Energy, LLC	n/a	n/a Service Agreement #296
ATSI	OH Electric Choice (Retail)	AES Power Direct L.L.C.	01/08/2001	ER01-1117-000
ATSI	OH Electric Choice (Retail)	Nicor Energy, L.L.C.	01/01/2001	ER01-987-000
ATSI	OH Electric Choice (Retail)	AES NewEnergy, Inc.	01/01/2001	ER01-987-000
ATSI	OH Electric Choice (Retail)	Enron Energy Services, Inc.	01/01/2001	ER01-933-000
ATSI	OH Electric Choice (Retail)	Shell Energy Services	01/01/2001	ER01-933-000

		Company, L.L.C.		
ATSI	OH Electric Choice (Retail)	MidAmerican Energy Company	01/01/2001	ER01-933-000
ATSI	OH Electric Choice (Retail)	CNG Power Services Corp.	01/01/2001	ER01-933-000
ATSI	OH Electric Choice (Retail)	UnicomEnergy dba Exelon Energy	01/01/2001	ER01-933-000
ATSI	OH Electric Choice (Retail)	FirstEnergy Services	01/01/2001	ER01-933-000
ATSI	OH Electric Choice (Retail)	WPS Energy Services, Inc.	01/01/2001	ER01-933-000
ATSI	OH Electric Choice (Retail)	Energy.com Corporation	n/a	n/a
ATSI	OH Electric Choice (Retail)	Allegheny Energy Supply Company, LLC	01/01/2001	ER01-269-000
ATSI	PA Electric Choice (Retail)	The New Power Company	11/30/2000	ER01-604-000
ATSI	OH Electric Choice (Retail)	Strategic Energy, LLC	01/01/2001	ER01-629-000
ATSI	PA Electric Choice (Retail)	Dominion Retail, Inc.	12/06/2000	ER01-604-000
ATSI	Network Operating/ Service Agreements	FirstEnergy Operating Companies	09/01/2000	ER99-2647-002
ATSI	Network Operating/ Service	AMP-Ohio	10/01/2000	ER01-0274-000 / ER01-0274- 000

	Agreements			
ATSI	PA Retail Pilot	CNG Retail Services (dba Peoples Plus)	01/29/98	ER98-1319-000
ATSI	PA Retail Pilot	Horizon Energy Company	01/29/98	ER98-1319-000
ATSI	PA Retail Pilot	Strategic Energy Ltd.	01/29/98	ER98-1319-000
ATSI	PA Retail Pilot	PPL, Inc.	01/29/98	ER98-1319-000
ATSI	PA Retail Pilot	DTE Co. Energy, L.L.C.	01/29/98	ER98-1319-000
ATSI	PA Retail Pilot	West Penn Power (dba Allegheny Power)	01/29/98	ER98-1319-000
ATSI	PA Retail Pilot	New Ventures, L.L.C.	01/29/98	ER98-1319-000
ATSI	PA Retail Pilot	Allegheny Energy Solutions, INC.	02/05/98	ER98-1512-000
ATSI	PA Retail Pilot	Energis Resources	02/23/98	ER98-1828-000
ATSI	PA Retail Pilot	FirstEnergy Corp.	08/11/98	ER98-4136-000
ATSI	PA Electric Choice	Constellation Energy Source, Inc.	01/01/99	ER99-1098-000
ATSI	PA Electric Choice	Delmarva Power & Light Co.(dba Conectiv)	01/01/99	ER99-1098-000
ATSI	PA Electric Choice	DTE CoEnergy,	01/01/99	ER99-1098-000

		L.L.C.		
ATSI	PA Electric Choice	DTE Edison America, Inc.	01/01/99	ER99-1098-000
ATSI	PA Electric Choice	FirstEnergy Services Corporation	01/01/99	ER99-1098-000
ATSI	PA Electric Choice	Horizon Energy Company (dba Exelon Energy)	01/01/99	ER99-1098-000
ATSI	PA Electric Choice	Penn Power Energy, Inc.	01/01/99	ER99-1098-000
ATSI	PA Electric Choice	PP&L EnergyPlus Company	01/01/99	ER99-1098-000
ATSI	PA Electric Choice	PP&L, Inc. (dba PP&L EnergyPlus)	01/01/99	ER99-1098-000
ATSI	PA Electric Choice	West Penn Power (dba Allegheny Energy)	01/01/99	ER99-1098-000
ATSI	PA Electric Choice	FPL Energy Services, Inc.	01/01/99	ER99-1182-000
ATSI	PA Electric Choice	Green Mountain Energy Resources, LLC	01/01/99	ER99-1182-000
ATSI	PA Electric Choice	NEV East, LLC – New Energy Ventures	01/01/99	ER99-1182-000
ATSI	PA Electric Choice	PSEG Energy Inc.	01/01/99	ER99-1182-000

ATSI	PA Electric Choice	Statoil Energy Services, Inc.	01/01/99	ER99-1182-000
ATSI	PA Electric Choice	Strategic Energy Partners Ltd.	01/01/99	ER99-1182-000
ATSI	PA Electric Choice	FirstEnergy Trading & Power Marketing, Inc.	01/01/99	ER99-1351-000
ATSI	PA Electric Choice	Virginia Electric & Power Company	02/10/99	ER99-1743-000
ATSI	PA Electric Choice	Allegheny Energy Solutions, Inc.	02/10/99	ER99-1743-000
ATSI	PA Electric Choice	PEPCO Services, Inc.	02/26/99	ER99-1924-000
ATSI	PA Electric Choice	Columbia Energy Power Marketing	02/26/99	ER99-1924-000
ATSI	PA Electric Choice	New Energy Ventures, Inc.	02/23/99	ER99-1978-000
ATSI	PA Electric Choice	DukeSolutions, Inc.	03/03/99	ER99-2072-000
ATSI	PA Electric Choice	ACN Energy	04/01/99	ER99-2530-000
ATSI	PA Electric Choice	Public Service Electric and Gas Company	04/01/99	ER99-2632-000
ATSI	PA Electric Choice	DTE Energy Trading, Inc.	06/01/99	ER99-3153-000
ATSI	PA Electric	Utility.com	11/01/99	ER00-520-000

	Choice			
ATSI	Network Operating/Service Agreements	American Municipal Power – Ohio, Inc	12/01/99	ER00-965-000
ATSI	Network Operating/Service Agreements	American Municipal Power – Ohio, Inc. on behalf of Boroughs of Ellwood City and Grove City	04/01/99	ER99-2512-000
ATSI	Amendment to Network Service Agreement (gross receipts tax)	American Municipal Power, Inc. (PA Boroughs)	01/31/00	ER01-1410-000
ATSI	Supplement to Network Operating/Service Agreements	American Municipal Power, Inc.	03/01/99	ER00-1769-000
ATSI	PA Electric Choice	ACN Energy	03/01/00	ER00-1837-000
ATSI	OH Electric Choice	Sempra Energy Solutions	10/10/01	
ATSI	OH Electric Choice	The New Power Company	02/06/02	

V. Other Agreements

FirstEnergy Solutions	Joint Dispatch Agreement	ATSI and FirstEnergy Operating Companies	12/29/00	ER01-842
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EXHIBIT B-5
Northern Indiana Public Service Company

TRANSMISSION SERVICES CUSTOMERS

AIG Trading Corporation
Allegheny Energy Supply Co., L.L.C.
Alliance Energy Services
Alliant Energy
Amerada Hess Corporation
Ameren Services Company
American Electric Power Service Corp.
American Energy Solutions, Inc.
American Municipal Power – Ohio, Inc.
Amoco Energy Trading Corporation
Aquila Energy Marketing Corporation
Aquila Power Company
Argos, City of
Atlantic City Electric Company
Avista Energy, Inc.
AYP Energy, Inc.
BP Energy Company
Bremen, Town of
Brookston, Town of
Cargill-Alliant
Carolina Power & Light Company
Centerior Energy Corporation
Central Illinois Public Service Company
Chalmers, Town of
Cinergy Services, Inc.
Citizens Lehman Power Sales
CMS Marketing, Services and Trading
CNG Power Services Corporation
Coastal Merchant Energy, L.P.
Columbia Power Marketing Corporation
Commonwealth Edison Company
ConAgra Energy Services, Inc.
ConEctiv Energy Supply, Inc.
Constellation Power Source, Inc.
Consumers Energy Company
Continental Energy Services, L.L.C.
Coral Power, L.L.C.
Delhi Energy Services, Inc.
Delmarva Power & Light Company

Detroit Edison Merchant Operations
Detroit Edison Merchant Operations
DP&L Power Services
DTE Energy Trading, Inc.
Duke/Louis Dreyfus L.L.C.
Duquesne Light Company Power Marketing
Dynergy Power Marketing, Inc.
E Prime, Inc.
Edison Mission Marketing & Trading, Inc.
Edison Source
El Paso Energy Marketing Company
Electric Clearinghouse, Inc.
Energy USA – TPC Corp.
EnerZ Corporation
Engage Energy US, L.P.
Enron Power Marketing, Inc.
Enserch Energy Services, Inc.
Entergy EMO
Entergy Power Marketing Corp.
Etna Green, Town of
Federal Energy Sales, Inc.
FirstEnergy Wholesale Power Marketing
FirstEnergy Services Corp.
FirstEnergy Trading & Power Marketing, Inc.
Griffin Energy Marketing, L.L.C.
Heartland Energy Services, Inc.
H.Q. Energy Services (U.S.) Inc.
Illinois Power Company
Illinova Energy Partners, Inc.
Indiana Municipal Power Agency
Industrial Energy Applications, Inc.
InterCoast Power Marketing Company
JPower Inc.
Kansas City Power & Light Company
Kingsford Heights, Town of
Koch Power Services, Inc.
LG&E Power Marketing, Inc.

Louisville Gas and Electric Company
 Market Responsive Energy, Inc.
 Merchant Energy Group Of The Americas,
 Inc.
 Merrill Lynch Capital Services
 Merrill Lynch Capital Services, Inc.
 Michigan Companies
 Michigan Electric Coordination Systems-
 Joint Merchants
 MidAmerican Energy Company
 MidAmerican Energy Company Retail
 MidCon Power Services Corp.
 Minnesota Power & Light Company
 Morgan Stanley Capital Group Inc.
 MPX
 New Energy Ventures, Inc.
 New York State Electric & Gas Corporation
 NIPSCO Energy Management
 NIPSCO Energy Services, Inc.
 NIPSGEN – Northern Indiana Public
 Service Company
 NorAm Energy Services, Inc.
 Northeast Utilities Service Company
 Northern States Power Company
 Northern/AES Energy, L.L.C.
 NSP Energy Marketing
 NU Marketing
 OGE Energy Resources, Inc.
 Ohio Edison Company
 PacifiCorp Power Marketing, Inc.
 PanEnergy Power Services, Inc.
 PECO Energy Company
 Pennsylvania Power & Light Company
 PG&E Energy Trading – Power, L.P.
 Potomac Electric Power Company
 PowerEx Corp.
 PPL EnergyPlus Co.
 ProLiance Energy, LLC
 Public Service Company of Colorado
 Public Service Electric and Gas Company
 Pure Power, Inc.
 QST Energy Trading, Inc.
 Rainbow Energy Marketing Corporation
 Reliant Energy Services
 Reliant Energy Services, Inc.
 SCANA Energy Marketing, Inc.

Sempra Energy Trading Corporation
 Skygen Energy Marketing, LLC
 Southern Company Energy Marketing, LP
 Southern Company Services, Inc.
 Southern Energy Marketing, Inc.
 Stand Energy Corporation
 StatOil Energy Trading, Inc.
 Strategic Energy Ltd.
 Tenaska Power Services Co.
 Tennessee Valley Authority
 The Dayton Power and Light Company
 The Detroit Edison Company
 The Energy Authority, Inc.
 The Legacy Group, L.L.C.
 The Power Company of America, L.P.
 Tractebel Energy Marketing, Inc.
 TransAlta Energy Marketing (U.S.) Inc.
 TransCanada Power Corporation
 Utilicorp United Inc.
 Vastar Power Marketing, Inc.
 Virginia Power
 Vitol Gas and Electric L.L.C.
 VTEC Energy Inc.
 Walkerton, Town of
 Wabash Valley Power Association, Inc.
 Western Power Services, Inc.
 Western Resources, Inc.
 Williams Energy Services Company
 Winamac, Town of
 Wisconsin Electric Power Company
 Wisconsin Public Service Corporation
 Wolverine Power Supply Cooperative
 WPS Energy Services, Inc.

SCHEDULE 4

[LIST OF AMEREN, ATSI AND NIPSCO GRANDFATHERED CONTRACTS]

AMEREN

I. Grandfathered Agreements

Transmission Owner	Title of Agreement	Contract With:	Date of Agreement	FERC Docket #
Ameren	Grandfathered Interchange Agreement	Associated Electric Cooperative		Rate Schedule 152
Ameren	Grandfathered Interconnection Agreement	CIPS, UE, and IP	2/18/72	CIPS Rate Schedule 72, IP Rate Schedule 50, UE Schedule 81
Ameren	Grandfathered Power Purchase Agreement	Norris Electric Cooperative		CIPS Rate Schedule 94
Ameren	Grandfathered Power Supply Agreement	Electric Energy, Inc (IP, CIPS, UE, KU)	9/2/87	UE Rate Schedule 126
Ameren	Grandfathered PSA	UE & City of Jackson, MO	5/17/93	ER84-560
Ameren	Grandfathered PSA & TSA	Wabash Power Association	1/9/92	ER92-304
Ameren	Grandfathered TSA	BPU/Columbia	4/6/83	UE Rate Schedule 96
Ameren	Grandfathered Wholesale Power Service	Arkansas Power & Light	3/12/91	ER91-331

AMEREN

II. Grandfathered Generator Interconnection Agreements of Ameren Services Company

FERC Docket Numbers
shown in **BOLD**
this column

Name of Generator	Name of Plant(s)	Host Transmission Owner	Date of Interconnection Agreement	Type of Facility	Type of Generator	Contract Termination Year	Capacity (MW)
Clay County Trust 2000 (Aquila) ER02-58	Raccoon Creek	AmerenCIPS	Sept. 7, 2001	Gas	IPP	Extends until the interconnection is abandoned, cancelled, permanently disconnected or when the operation has terminated.	320
Holland Energy, LLC (Constellation) ER01-3057-000	Holland	AmerenCIPS	February 16, 2000	Gas	IPP	Extends until the interconnection is abandoned, cancelled, permanently disconnected or when the operation has terminated.	750
Reliant Energy ER00-2681-000	Neoga	AmerenCIPS	April 28, 2000	Gas	IPP	Extends until the interconnection is abandoned, cancelled, permanently disconnected or when the operation has terminated.	360

Soyland ER00-1144-000	Alsey	AmerenCIPS	January 3, 2000	Gas	IPP	Extends until the interconnection is abandoned, cancelled, permanently disconnected or when the operation has terminated.	120
Spectrum Energy	Wright's Corner – Freedom One	AmerenCIPS	January 3, 2000	Gas	IPP	Extends until the interconnection is abandoned, cancelled, permanently disconnected or when the operation has terminated.	45
Duke ER01-1331-000	Audrain	AmerenUE	January 31, 2001	Gas	IPP	Terminated if abandoned, cancelled, or permanently disconnected or by 60 days notice by generator. Plant was sold to NRG. Agreements assigned to NRG.	640
Ameren Energy	Gibson City	AmerenCIPS	June 30, 1999	Gas	IPP	Extends until the interconnection is abandoned, cancelled, permanently disconnected or when the operation has terminated.	270
Ameren Energy ER00-779-000	Pinckneyville	AmerenCIPS	November 9, 1999	Gas	IPP	Extends until the interconnection is abandoned, cancelled,	386

						permanently disconnected or when the operation has terminated.	
Ameren Energy Development Company ER01-2123-000	Grand Tower	AmerenCIPS	May 8, 2001	Gas	IPP	Extends until the interconnection is abandoned, cancelled, permanently disconnected or when the operation has terminated.	622
Ameren Energy ER01-2122-000	Kinmundy	AmerenCIPS	May 1, 2001	Gas	IPP	Extends until the interconnection is abandoned, cancelled, permanently disconnected or when the operation has terminated.	270
Ameren Energy Generating Company ER00-2453-000	Coffeen	AmerenCIPS	May 1, 2000	Coal	IPP	Extends until the interconnection is abandoned, cancelled, permanently disabled or when the operation has terminated.	1,005
Ameren Energy Generating Company ER00-2449-000	Newton	AmerenCIPS	May 1, 2000	Coal	IPP	Extends until the interconnection is abandoned, cancelled, permanently disabled or when the operation has terminated.	1,235
Ameren Energy Generating Company	Meredosia	AmerenCIPS	May 1, 2000	Coal	IPP	Extends until the interconnection is abandoned, cancelled,	567

ER00-2451-000							permanently disconnected or when the operation has terminated.	
Ameren Energy Generating Company ER00-2450-000	Hutsonville	AmerenCIPS	May 1, 2000	Coal	IPP	Extends until the interconnection is abandoned, cancelled, permanently disabled or when the operation has terminated.	164	
Trigen-St. Louis Energy Corporation	Trigen	AmerenUE	June 24, 1999		QF	Extends until the interconnection is abandoned, cancelled, permanently disabled or when the operation has terminated.	32	
AmerenUE	Callaway	AmerenUE	*	Nuclear	Util.	N/A	1267	
AmerenUE	Rush Island	AmerenUE	*	Coal	Util.	N/A	1320	
AmerenUE	Labadie	AmerenUE	*	Coal	Util.	N/A	2564	
AmerenUE	Sioux	AmerenUE	*	Coal	Util.	N/A	1104	
AmerenUE	Meramec	AmerenUE	*	Coal	Util.	N/A	985	
AmerenUE	Meramec CTG	AmerenUE	*	Gas	Util.	N/A	129	
AmerenUE	Venice	AmerenUE	*	Oil/Gas	Util.	N/A	772	
AmerenUE	Osage	AmerenUE	*	Hydro	Util.	N/A	242	
AmerenUE	Taum Sauk	AmerenUE	*	Hydro	Util.	N/A	460	
AmerenUE	Keokuk	AmerenUE	*	Hydro	Util.	N/A	152	
AmerenUE	Peno Creek	AmerenUE	*	Gas	Util.	N/A	208	
AmerenUE	Kirksville	AmerenUE	*	Gas	Util.	N/A	16	
AmerenUE	Viaduct	AmerenUE	*	Gas	Util.	N/A	30	
AmerenUE	Howard Bend	AmerenUE	*	Oil	Util.	N/A	52	
AmerenUE	Fairgrounds	AmerenUE	*	Oil	Util.	N/A	72	
AmerenUE	Mexico	AmerenUE	*	Oil	Util.	N/A	72	
AmerenUE	Moberly	AmerenUE	*	Oil	Util.	N/A	72	

AmerenUE	Moreau	AmerenUE	*	Oil	Util.	N/A	72
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SPP - Small Power Production
Cogen - Cogeneration

QF - Qualifying Facility
Util - Utility

IPP - Independent Power Producer

* - This Plant is interconnected as a part of the vertically integrated utility.

**ATSI Schedule 4 to ITC Agreement
GRANDFATHERED CONTRACTS
FIRSTENERGY CORP.**

	<u>Company(ies)</u>	<u>Title/Description/ Date</u>	<u>Customer(s)</u>
1	CEI, Toledo Edison	NRC license conditions for Davis-Bease Plant 4/22/77	City of Cleveland
2	CEI, Duquesne Light, Ohio Edison, Penn Power, Toledo Edison	NRC License conditions for Perry Plant 11/13/86	City of Cleveland
3	CEI	Transmission Operating Procedures 8/21/91	City of Cleveland
4	CEI	Settlement Agreement in ER94-80, EL94-86 (Scheduling Procedures)	City of Cleveland
5	CEI, Toledo Edison, AMP-Ohio	Settlement Agreement in OA96-204, ER97-529 (Centerior Open Access Transmission Tariff) 5/15/97	City of Cleveland
6	Centerior, CEI, Toledo Edison, Ohio Edison, FirstEnergy Corp.	Settlement Agreement in EL97-5, ER97-413 (FirstEnergy Merger Case)	City of Cleveland
7	FirstEnergy Trading & Power Marketing	Market-based power sales tariff 6/25/98	City of Cleveland
8	FirstEnergy Corp.	Settlement Agreement in Ohio PUCO application for approval of retail deregulation plan	City of Cleveland

**ATSI Schedule 4 to ITC Agreement
GRANDFATHERED CONTRACTS
FIRSTENERGY CORP.**

	<u>Company(ies)</u>	<u>Title/Description/ Date</u>	<u>Customer(s)</u>
9	CEI, Toledo Edison	Centerior Merger Agreement	AMP-Ohio
10	CEI	Short Term Power to CPP	City of Cleveland
11	CEI	Cleveland Interconnection Agreement 4/17/75	City of Cleveland
12	CEI	Painesville Interconnection Agreement 1/13/75	City of Painesville
13	CEI	Short Term Agreement for AMPO 10/1/90	
14	CEI	Amendment to Painesville Interconnection Agreement 5/1/92	City of Painesville
15	Ohio Edison	Interconnection Agreement 9/1/92	AMP-Ohio
16	Ohio Edison	Partial Requirements Tariff 5/1/97	AMP-Ohio
17	Ohio Edison	Wadsworth Delivery Point 9/23/97	AMP-Ohio
18	FirstEnergy	Customer Switch Settlement 6/30/99	AMP-Ohio
19	FirstEnergy	Non-Disclosure Agreement 3/19/98	AMP-Ohio

**ATSI Schedule 4 to ITC Agreement
GRANDFATHERED CONTRACTS
FIRSTENERGY CORP.**

	<u>Company(ies)</u>	<u>Title/Description/ Date</u>	<u>Customer(s)</u>
20	FirstEnergy Corp., Toledo Edison, CEI, Centerior Energy, Ohio Edison	Merger of Centerior Energy and Ohio Edison into FirstEnergy Corp.; 06/06/1997	AMP-Ohio
21	Toledo Edison	Pioneer Welder Line Settlement	AMP-Ohio
22	Toledo Edison	Interconnection Agreement 5/1/89	AMP-Ohio
23	CEI	Agreement for Installation and Operation of 138 kV Interconnection 4/17/95	Cleveland
24	CEI	CEI FERC Electric Tariff, Original Volume No. 1 Firm Transmission	
25	CEI	Interconnection Agreement 1/13/75	Painesville
26	CEI	Short Term Energy 10/20/90	AMP-Ohio
27	Toledo Edison, Cincinnati Gas & Electric, Columbus and Southern Ohio Electric Company, Dayton Power & Light; Monongahela, and Ohio Power	Power Delivery Agreement 1/1/68	Buckeye Power
28	Toledo Edison	Interconnection and Service	AMP-Ohio

**ATSI Schedule 4 to ITC Agreement
GRANDFATHERED CONTRACTS
FIRSTENERGY CORP.**

	<u>Company(ies)</u>	<u>Title/Description/ Date</u>	<u>Customer(s)</u>
		Agreement 5/1/89	
29	Ohio Edison, Penn Power, TE, Appalachian Electric Power Company, Cincinnati Gas & Electric, Columbus and Southern Ohio Electric, Dayton Power and Light, Indiana & Michigan Electric Company, Kentucky Utilities, Louisville Gas and Electric, Monongahela Power, Potomac Edison, Southern Indiana Gas and Electric, West Penn Power	Inter-Company Power Agreement	Ohio Valley Electric Corporation 7/10/53
30	Ohio Edison	Transmission Services	Buckeye Power
31	Ohio Edison, AMP-Ohio	Agreement for Construction, Operation and Compensation of Second Delivery Points; TX95-4-000	Columbiana, Galion, Lodi, Milan, Newton Falls, Niles, Oberlin, Seville
32	Ohio Edison	Interchange Agreement Energy; FERC Rate Schedule No. 158; Docket No. ER92-297-000; Effective March 18, 1993	AMP-Ohio
33	Penn Power Company	Transmission Service 9/1/94; FERC Electric Rate Schedule	New Wilmington

**ATSI Schedule 4 to ITC Agreement
GRANDFATHERED CONTRACTS
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	<u>Company(ies)</u>	<u>Title/Description/ Date</u>	<u>Customer(s)</u>
		No. 47; ER94-1577	
34	Penn Power Company	Transmission Service	Borough of Zelienople
35	Penn Power Company	Transmission Service 11/1/94; FERC Electric Rate Schedule No. 48; ER94-1577	Wampum
36	Ohio Power, Toledo Edison	Operating Agreement 12/01/65; FERC Electric Rate No. 35	
37	Ohio Power, I&M Electric, Toledo Edison	Interconnection Agreement, 04/01/67	
38	Ohio Edison, Dayton Power & Light	Interconnection Agreement, 03/01/87	
39	West Penn Power, Monongahela Power, Ohio Edison, Penn Power	Interchange Agreement, 10/17/68	
40	Columbus Southern Power, Ohio Edison	Borderline Agreement	
41	Ohio Power, Ohio Edison	Borderline Agreements	
42	Cleveland Electric, Ohio Edison, Ohio Power	MOU, 04/23/52; FERC Electric Rate Schedule No. 31	
43	West Penn Power, Penn	Facilities Agreement,	

**ATSI Schedule 4 to ITC Agreement
GRANDFATHERED CONTRACTS
FIRSTENERGY CORP.**

	<u>Company(ies)</u>	<u>Title/Description/ Date</u>	<u>Customer(s)</u>
	Power	04/23/65	
44	Consumers Power, Detroit Edison, Toledo Edison	Operating Agreement, 03/01/66	
45	Ohio Power, Ohio Edison, Monongahela Power	Facilities Agreement, 04/04/67	
46	Columbus & Southern Ohio Electric, Ohio Edison	Interconnection Agreement, 05/17/77	
47	Cleveland Electric, GPU Service Corp.	Power Resale Agreement, 07/01/83	
48	Columbus & Southern Ohio Electric, Ohio Power, Ohio Edison	Facilities Agreement, 06/07/85	
49	Toledo Edison, Southeastern Michigan Rural Electric Cooperative	Resale Service Agreement, 12/27/94; ER95-405-000	
50	APS-PEPCO; OE – PEPCO; OE - APS	APS-PEPCO Power Resale Agreement; 03/18/87; OE-PEPCO Power Supply Agreement; OE-APS Resale agreement	APS, PEPCO

ATSI Schedule 4 to ITC Agreement
GRANDFATHERED CONTRACTS
FIRSTENERGY CORP.

GRANDFATHERED CONTRACTS
NORTHERN INDIANA PUBLIC SERVICE COMPANY

<u>Company(ies)</u>	<u>Title/Description/ Date</u>	<u>Customer(s)</u>	<u>FERC Rate Schedule No.</u>	<u>Termination</u>
Northern Indiana Public Service Company (NIPSCO)	Interconnection Agreement and Amendments	Wabash Valley Power Association	FERC Rate Schedule V A-13	

SCHEDULE 5

DELINEATION OF FUNCTIONS

Schedule 5 - Delineation of Functions between MIDWEST ISO and GridAmerica

Responsibility	RTO	GridAmerica	Functions performed by MIDWEST ISO	Functions performed by GridAmerica under contract to MIDWEST ISO	Functions performed by GridAmerica
Tariff Administration	Single tariff administered by the RTO.	Unilateral filing rights under sec. 205 for revenue requirements including rate design and incentive rates within its footprint, after consultation with the RTO; separate schedules, but not separate tariff.	Approval of all transmission service except those not handled by MIDWEST ISO OASIS Automation that sinks and sources in GridAmerica footprint respecting all MIDWEST ISO flowgates. Settlement of all transmission service except those that sink and source in GridAmerica although the exception to this provision will not initially apply. One bill to customer including GridAmerica calculated settlement information.	Approval of transmission service not handled by MIDWEST ISO OASIS Automation that sinks and sources in GridAmerica respecting all MIDWEST ISO flowgates. Settlement of transmission service that sinks and sources in GridAmerica although this provision will not initially apply. Transmission of Settlement data to MIDWEST ISO to include on bill.	Settlement of all special services and products offered. Transmission of Settlement data to MIDWEST ISO to include on bill.
OASIS	Single OASIS node.	Site page for GridAmerica service under RTO OASIS node.	OASIS maintenance. Link to page for GridAmerica to offer special services or products. Manage the Transmission Service Request queue for all requests	Coordinate response to Transmission Service Request.	Provide link for GridAmerica special services or products.
ATC/TTC - interim	RTO assures consistency with its processes.	Calculates ATC/AFC, subject to approval by RTO and consistency with RTO processes.	Validates AFC, ATC, CBM, TRM, and TTC calculation. Provides OASIS reservations and schedules to GridAmerica. Calculates AFC/ATC for all MIDWEST ISO footprint. AFC/ATC overrides AFC/ATC by GridAmerica if disputed.	Calculates AFC/ATC with validated calculation. Provides all schedules to MIDWEST ISO. Loads OASIS with AFC/ATC unless disputed.	Calculates TTC, CBM, TRM based on validated calculation.
ATC/TTC - long-term	RTO provides inputs for CBM and TRM and calculates ATC.	Determines TTC using RTO formulas and methodologies.	Calculates all AFC/ATC. Validates TTC calculation.		Provides ratings and parameters for transmission facilities to be used in ATC calculation based on validated calculation. To support MIDWEST ISO in determining policy for calculating TTC, ATC, CBM and TRM.
Short term operational planning (including Maintenance Outages)	RTO approves maintenance for critical transmission facilities.	Coordinates maintenance of generators and non-critical transmission facilities in its area.	Identifies all critical transmission facilities for MIDWEST ISO footprint. Approves all outages except generator and non-critical transmission facilities in GridAmerica.	Optimizes and prescreens maintenance outages of critical transmission facilities in GridAmerica to ensure coordination with outages of transmission facilities outside the footprint so that regional	Submits maintenance outages of all critical transmission facilities in GridAmerica for MIDWEST ISO approval. Approves maintenance outages of all non-critical transmission facilities and coordinates

Schedule 5 - Delineation of Functions between MIDWEST ISO and GridAmerica

Responsibility	RTO	GridAmerica	Functions performed by MIDWEST ISO	Functions performed by GridAmerica under contract to MIDWEST ISO	Functions performed by GridAmerica
				reliability is met in the most economic manner.	maintenance outages of all generator facilities in GridAmerica.
Operational Authority	Operates into, out of, and through transactions.	Schedules and physically operates transmission with source and sink inside footprint.	Ultimate approval authority as the Transmission Provider for all schedules in MIDWEST ISO footprint. Will have ultimate authority for any disputes with approvals or schedules.	Prescreens all schedules with source or sink in GridAmerica as Scheduling Entity. Coordinates actions with MIDWEST ISO and will respect any impacts on MIDWEST ISO flowgates.	Approves and implements all schedules with source and sink in GridAmerica as a Scheduling Entity for the Control Areas in the GridAmerica footprint.
Reliability, Security and Coordination	Responsible for reliability for entire region.	Takes corrective action for reliability inside footprint under RTO supervision.	Monitors all critical transmission facilities in MIDWEST ISO footprint and oversees or directs corrective action in accordance with NERC policy. Monitors and approves GridAmerica actions.	Determine methods by which critical transmission facilities in GridAmerica footprint can be operated in the most economic manner to avoid transmission curtailment under fault conditions and recommends corrective action to ensure compliance with NERC policy.	Implements corrective action in GridAmerica under MIDWEST ISO supervision.
Parallel Path Flows	Manages parallel path flow for region.	Assists in the management of parallel path flows during emergencies.	Monitors all critical transmission facilities for parallel path flow and provides remedial action when needed. Directs GridAmerica in management during emergencies.	Monitors all critical transmission facilities in GridAmerica footprint for parallel path flow and recommends corrective action.	Monitors all non-critical transmission facilities in GridAmerica footprint for parallel path flow. Implements corrective action in GridAmerica under MIDWEST ISO supervision.
Congestion Management	Responsible for implementing congestion management.	No responsibilities authorized at this time.	Develops and implements market based congestion management structure for all MIDWEST ISO footprint.	Assists Midwest ISO in development of market based congestion management and incentive rate structures.	
Ancillary Services	Provider of last resort for ancillary services other than scheduling, system control and dispatch; voltage control; and regulation.	Provide ancillary services, scheduling, system control and dispatch; voltage control; and regulation service. GridAmerica may provide non-real time imbalance energy and ancillary services upon a showing of no harm to an RTO's ancillary service and imbalance energy markets.	Validates provision of ancillary services by GridAmerica to meet tariff requirements.	Periodically audits provision of ancillary services by third parties in GridAmerica footprint and recommends corrective action.	Proposes and implements approved provision of ancillary services allowed. Any financial obligations that are in addition to standard tariff terms will be borne by GridAmerica in accordance with any contract terms that are negotiated

Schedule 5 - Delineation of Functions between MIDWEST ISO and GridAmerica

Planning and Expansion	Authority for region. Directs expansions as required. Develop joint planning protocol.	Develop joint planning protocol. Responsible for planning and expansion of its own system, but where RTO has ultimate authority when there are material impacts outside of GridAmerica.	Approves GridAmerica planning in GridAmerica footprint when plans have material affect in non-GridAmerica MIDWEST ISO footprint.	Assist Midwest ISO in developing a regional plan that improves the capability of the transmission system (and thereby facilitate efficient markets) by identifying engineering solutions (both to existing and new) in ensuring that secure and economically efficient plans are developed. Administer and actively process interconnection requests for the GridAmerica footprint. Analyzes and makes recommendations to coordinate planning in respect of ITCs under common management with GridAmerica in other RTOs..	Develop plans in GridAmerica footprint.
Market Monitoring	Monitors market for entire region.	No market monitoring duties requested. Proposal to impose and collect penalties is rejected without prejudice.	Provides independent market monitoring in MIDWEST ISO footprint.		
Losses	Single method/system.	No responsibilities authorized at this time.	MIDWEST ISO provides losses for application in scheduling and settlement by GridAmerica in GridAmerica footprint.		Uses MIDWEST ISO provided losses for scheduling and settlement in GridAmerica footprint.

SCHEDULE 6

Scheduling System

Midwest ISO Obligations

The Scheduling System shall be physically capable of allowing GridAmerica to:

- (i) review all transmission transactions which source or sink in GridAmerica,
- (ii) approve or deny transmission transactions which source or sink in GridAmerica,
- (iii) complete before the fact checkout on a daily and hourly basis,
- (iv) complete after the fact checkout,
- (v) integrate dynamic scheduling and reserve sharing into the scheduling system,
- (vi) export (via an interface) energy schedules and loss schedules for each control area, and as soon as practical, but prior to the end of the first year, net scheduled interchange, and
- (vii) any workarounds shall be mutually agreed by GridAmerica and Midwest ISO.

The Scheduling System will provide the information and data necessary to allow members of GridAmerica to interface their existing scheduling systems with the Midwest ISO system electronically on an automated basis.

Midwest ISO shall target system availability of 99.5% for the first nine months of the first year and 99.95% for the fourth quarter of such year. For subsequent years, Midwest ISO shall target system availability of 99.95%. The targets for system availability shall be exclusive of scheduled maintenance outages. Midwest ISO shall provide GridAmerica with reasonable advance notice of scheduled maintenance.

The Scheduling System shall be capable of processing 500 tags per hour with no tag taking longer than 2 minutes to validate. 90% of tags received shall be created and be available within 2 minutes and the remaining 10% of tags received shall be created and be available within 5 minutes.

GridAmerica Obligations

GridAmerica members will continue to provide tagging systems for their own use.

AFC System

Midwest ISO Obligations

Midwest ISO shall (i) make the post screening process reservation file available to GridAmerica electronically at an agreed time each hour, (ii) update the SDX outage files immediately upon receipt of information regarding a critical outage and update the SDX outage files for non-critical outages at least two times per day, and (iii) provide GridAmerica with updated 13 month network models on a timely basis.

GridAmerica Obligations

For all AFC values, GridAmerica will target a cycle time of one hour from the receipt of the appropriate reservation ISO files from Midwest ISO. Hourly AFC values will be calculated each hour. Daily through yearly AFC values will be calculated twice each day or on an as needed basis.

Outage Scheduler

The Midwest ISO outage scheduler shall be modified to provide GridAmerica with authority over non-critical transmission outages within the GridAmerica footprint.

The Midwest ISO outage scheduler shall be modified to provide that transmission outages under consideration within the GridAmerica footprint shall not be visible to Midwest ISO until approved by GridAmerica.

Midwest ISO shall retain visibility to oversee and direct corrective action in accordance with NERC policies and reliability authority responsibilities.