



August 18, 2023

VIA ELECTRONIC FILING

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

*Re: Midcontinent Independent System Operator, Inc.
Docket No. ER23-____-000
Submission of Transmission Interconnection Agreement (TIA)*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act ("FPA"), 16 U.S.C. § 824d, and Part 35 of the Rules and Regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), 18 C.F.R. Part 35, the Midcontinent Independent System Operator, Inc. ("MISO")¹ hereby respectfully submits an executed Transmission Interconnection Agreement ("TIA" or "Agreement") among Ameren Services Company ("Ameren Services"), as agent for Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri," together with Ameren Services, the "Ameren Companies"), Associated Electric Cooperative, Inc. ("AECI") and Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission ("MEC") (collectively referred to herein as the "Parties"). MISO, a non-profit, non-stock Delaware corporation, is a signatory, but not a party to the TIA. Furthermore, MISO has designated this TIA as Service Agreement No. 4154. The Ameren Companies respectfully request that the Commission accept the TIA for filing, and grant waiver to permit an effective date of October 18, 2023, as discussed further below.

I. BACKGROUND

Ameren Services and Ameren Missouri are both subsidiaries of Ameren Corporation. Ameren Services is a centralized service company that acts as agent for Ameren Corporation and other affiliates

¹ As administrator of the Tariff, MISO joins Ameren Services in this filing of a service agreement under the Tariff but takes no position on the substance of the filing.

and subsidiaries. Ameren Missouri is headquartered in St. Louis, Missouri and is Missouri's largest electric utility, providing electric service to approximately 1.2 million customers in Missouri, as well as 130,000 natural gas customers. Ameren Missouri's retail electric and natural gas operations are subject to the jurisdiction of the Missouri Public Service Commission while its wholesale energy and interstate transmission operations are subject to Commission jurisdiction. Ameren Missouri is a transmission-owning member of MISO.

MEC is a municipal joint action energy agency formed under the Joint Municipal Commission Act to obtain sufficient, economical power supply, energy management, and transmission services for the benefit of their members. Members are represented on the board by city appointed director. They construct and operate jointly owned generation and transmission facilities on behalf of their members. Membership includes 70 municipal utilities in Missouri and four advisory members in Arkansas.

AECI provides reliable, wholesale power generation and high-voltage transmission to six transmission co-op member owners. They supply 51 local electric cooperatives in Missouri, Iowa and Oklahoma serving about 935,000 member homes, farms, schools, and businesses.

II. DESCRIPTION OF TIA

The terms of the TIA govern the interconnection of the Spalding-Finn 161 kV line, which is jointly owned by MEC and Ameren Missouri,² to the Spalding substation owned by AECI. Specifically:

Article 1 of the TIA provides the definitions of the agreement.

Article 2 provides the effective date and conditions precedent/regulatory requirements.

Article 3 outlines the purpose and scope of the TIA, which is "to set forth the terms and conditions for the interconnection, operation, and maintenance of the Ameren Missouri, MEC and AECI Transmission Systems and the coordination between the Parties relating thereto."

Article 4 of the TIA, by reference to Appendix A, identifies the system interconnections to be governed by the TIA. Additionally, Article 4 provides for the future interconnections by mutual agreement of each Party to include such interconnections in the Appendix A of the TIA.

Article 5 provides the parties' respective operation and maintenance obligations for their respective transmission systems and interconnection facilities.

Article 6 provides for emergency procedures that comply with MISO's emergency procedures and the respective emergency procedures of each Party for implementing NERC rules.

Articles 7 through 12 provide for other routine contract terms generally included in agreements of this type.

² Joint ownership of the Spalding-Finn line is governed by a Joint Operating Agreement between Ameren Missouri and MEC. See generally, Docket No. ER22-1001-000.

Article 13 provides the parties' respective insurance obligations under the TIA.

Article 14 provides the terms and conditions governing breach, cure, and default under the TIA.

Article 15 provides the terms and conditions governing termination of the TIA.

Articles 16 through 20 provide for other routine contract terms generally included in agreements of this type.

III. Required Under 18 C.F.R. § 35.13

A. Proposed Effective Date and Request for Waiver of Prior Notice

Ameren Companies request an effective date of October 18, 2023, for the TIA and request waiver of 18 C.F.R. § 35.3(a) (2023).

This requested effective date is appropriate because the TIA is being filed within thirty days of the agreement,³ and Commission will ordinarily grant such waiver for a service agreement if the filing is submitted within thirty days (30) of the service agreement's effective date.⁴

Furthermore, the Parties have indicated their intention for and support of an effective date of October 18, 2023. Ameren Companies requests that the October 18, 2023, effective date be granted to provide certainty to the Parties as to the status of the Agreement. Consistent with Commission precedent, good cause exists for waiver in this instance because all Parties support the earliest possible effective date to the terms to become effective as soon as possible, and the Agreement will not change rates.⁵

B. Communications

Correspondence, pleadings, and other materials regarding this filing should be addressed to the following persons:⁶

Eric Dearmont
 Director – Regulatory Affairs and Interconnection Policy
 Ameren Services Company
 1901 Chouteau Avenue
 St. Louis, Missouri 63103

³ See 18 C.F.R. § 35.3(a)(2).

⁴ See *Prior Notice Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139 (1993); see also *Int'l Transmission Co.*, 139 FERC ¶ 61,022, at P 14 (2012).

⁵ *Central Hudson Gas & Electric Corp., et al.*, 60 FERC ¶ 61,106 (1992), *reh'g denied*, 61 FERC ¶ 61,089 (1992).

⁶ To the extent necessary, MISO and the Ameren Companies request waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3), to permit all of the persons listed to be placed on the official service list for this proceeding.

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C. Documents Included in This Filing; Request for CUI/CEII; Request for Waiver

The documents submitted with this filing include this transmittal letter and a non-public and public version of the TIA in accordance with the Parties' designation of the diagrams contained in this filing as Controlled Unclassified Information ("CUI") and Critical Energy Infrastructure Information ("CEII") under the Commission's rules. 18 C.F.R. § 388.113 (2023). Specifically, the Line Owners have designated the One-Line Diagrams of the Interconnections included in Appendix B as CEII.

Ameren Companies hereby request confidential treatment of the CEII contained in Appendix B of the non-public version of the Interconnection Agreement enclosed pursuant to 18 C.F.R. § 388.12. The CEII has been marked according to the Commission's instructions.

The Parties assert that the information contained in Appendix B qualifies as CEII pursuant to 18 C.F.R. § 388.113(c)(1) for the following reasons: the diagrams attached to the Agreement provide specific detailed design information about existing critical transmission system infrastructure. The Exhibits are exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. § 552. Members of the public can obtain access to the Exhibits by complying with the Commission's procedures per 18 C.F.R. § 388.113.

Accordingly, Ameren Companies request confidential treatment of the non-public version of this filing as CEII pursuant to 18 C.F.R. § 388.113.

The CEII information being submitted with this filing will continue to be CEII while the facilities reported upon continue in operation. Due to the long-lived nature of utility facilities and their operation, this period is expected to be greater than the five-year period set out in 18 C.F.R § 388.113(e)(1). Upon any expiration of the CEII designation, the critical infrastructure information should therefore be treated as CEII and re-designated as such while the facilities remain in operation.

The documents being submitted with this filing include this transmittal letter;

Tab A: Clean copy of the Non-Public Version of the TIA Agreement;

Tab A: Clean copy of the Public Version of the TIA Agreement; and
Tab B: Protective Agreement.

To the extent that the Commission determines that any requirements of 18 C.F.R. § 35 apply that have not been specifically addressed herein, Ameren Companies respectfully request waiver of such requirements.

VI. SERVICE AND POSTING

MISO notes that it has served a copy of this filing electronically, including attachments, upon all Tariff Customers under the Tariff, MISO Members, Member representatives of Transmission Owners and Non-Transmission Owners, as well as all state commissions within the Region. The filing has been posted electronically on MISO's website at <https://www.misoenergy.org/legal/ferc-filings/> for other interested parties in this matter. In addition, MISO has served a copy of this filing electronically on all parties to this agreement.

VII. CONCLUSION

For all the foregoing reasons, Ameren Companies respectfully request that the Commission accept this TIA for filing, grant the requested effective date of October 18, 2023, and grant waiver of any Commission regulations not addressed herein that the Commission may deem applicable to this filing.

Respectfully submitted,

/s/ Anne K. Dailey

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Attachments

TAB A
PUBLIC

SA 4154 UEC-AECI-MEC TIA VERSION 31.0.0

EFFECTIVE 10/18/2023

ORIGINAL SERVICE AGREEMENT NO. 4154

PUBLIC VERSION

TRANSMISSION INTERCONNECTION AGREEMENT

by and among

Associated Electric Cooperative Incorporated

and

Missouri Joint Municipal Electric Utility Commission
d/b/a Missouri Electric Commission

and

Ameren Services Company
as agent for
Union Electric Company d/b/a Ameren Missouri

and

Midcontinent Independent System Operator, Inc.,

TRANSMISSION INTERCONNECTION AGREEMENT

by and among

Associated Electric Cooperative Incorporated

and

**Missouri Joint Municipal Electric Utility Commission
d/b/a Missouri Electric Commission**

and

**Ameren Services Company
as agent for
Union Electric Company d/b/a Ameren Missouri**

and the

Midcontinent Independent System Operator, Inc.

Dated: August 15, 2023

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TRANSMISSION INTERCONNECTION AGREEMENT

THIS TRANSMISSION INTERCONNECTION AGREEMENT, dated as of August 15, 2023, is entered into by and among Ameren Services Company as agent for Union Electric Company d/b/a Ameren Missouri, a Missouri corporation (“UEC”), Missouri Joint Electric Municipal Utility Commission d/b/a Missouri Electric Commission (“MEC”), and Associated Electric Cooperative Incorporated, a Missouri corporation (“AECI”). UEC, MEC and AECI are referred to herein individually as a “Party”, and collectively as the “Parties.” For the avoidance of doubt, the Midcontinent Independent System Operator, Inc. (“MISO”), a non-profit, non-stock Delaware corporation, while being a signatory to this Agreement, is not a Party to this Agreement.

RECITALS

WHEREAS, UEC is in the process of rebuilding certain transmission facilities, a partial, undivided ownership interest in which UEC has conveyed to MEC pursuant to a separate agreement; and

WHEREAS, those jointly-owned transmission facilities will terminate at an Interconnection Point with a substation (the Spalding Substation) owned by AECI; and

WHEREAS, as such, AECI, UEC, MEC and MISO, which has functional control over the assets to-be-owned by UEC and MEC, intend to for this Agreement to govern the ownership and operation of the Parties’ facilities and equipment at said interconnection, which is further identified in Appendix A in this Agreement, as well as to define the continuing responsibilities and obligations of the Parties with respect thereto; and

WHEREAS, the relationship between MEC and UEC for these jointly-owned transmission facilities is governed by the Joint Ownership Agreement between MEC and UEC as approved by FERC in Docket ER22-1001-000; and

WHEREAS, additional Interconnection Points may be established from time to time under this Agreement and be attached hereto as appendices to this Agreement, subject to the Parties meeting all applicable Regulatory Requirements; and

WHEREAS, the Parties agree to cooperate and execute their respective obligations and responsibilities under this Agreement in good faith;

NOW, THEREFORE, in consideration of the mutual representations, covenants, and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

**ARTICLE 1:
DEFINITIONS**

Wherever used in this Agreement with initial capitalization, the following terms shall have the meanings specified or referred to in this Article 1.

- 1.1 **“Abnormal Condition”** means any condition on the UEC, MEC or AECI Transmission System, or the transmission systems of other utilities, which is outside normal operating parameters such that facilities are operating outside their normal ratings or reasonable operating limits have been exceeded but which has not resulted in an Emergency. An Abnormal Condition may include, but is not limited to, high or low deviations in voltage, frequency, power flow, equipment temperature, equipment pressures, and other equipment and operating parameters.
- 1.2 **“AECI Tariff”** shall mean that certain Open Access Transmission Tariff as it may be amended or superseded from time to time.
- 1.3 **“Affiliate”** means, with respect to a corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.
- 1.4 **“Applicable Laws and Regulations”** shall mean all duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over any Party, its facilities, and/or services it provides.
- 1.5 **“Applicable Regional Entities”** shall mean the reliability entity of NERC applicable to the control area(s) in which the Parties’ transmission facilities are located.
- 1.6 **“Agreement”** shall mean this Transmission Interconnection Agreement by and among UEC, MEC, AECI, and MISO, including all appendices attached hereto, as the same may be amended, supplemented, revised, altered, changed or restated in accordance with its terms.
- 1.7 **“Bulk Electric System”** and **“BES”** shall mean electric facilities subject to NERC compliance regulations and otherwise defined in the NERC Glossary of Terms.
- 1.8 **“Confidential Information”** shall have the meaning defined in Article 18 - Confidentiality under Section 18.2.
- 1.9 **“Effective Date”** shall mean the effective date of this Agreement as determined pursuant to Article 2 - Effective Date and Conditions Precedent under Section 2.1 of this Agreement.
- 1.10 **“Emergency”** shall mean a condition or situation

(1) that in the reasonable judgment of the Party making the claim is imminently likely to endanger, or is contributing to the endangerment of, life or property, or public health and safety; or

(2) that, in the case of a Party, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the UEC Transmission System, the MEC Transmission System, the AECI Transmission System, or the electric systems of others to which the Parties are directly connected.

- 1.11 **“Environmental Law”** shall mean all applicable laws or regulations relating to pollution or protection of the environment or natural resources.
- 1.12 **“Force Majeure”** shall mean any cause beyond the reasonable control of and without fault or negligence of the Party claiming Force Majeure, including but not limited to acts of God, strike, flood, earthquake, storm, fire, lightning, explosion, epidemic, pandemic, war, riot, civil disturbance, sabotage, changes in Applicable Laws and Regulations subsequent to the date hereof, and action or inaction by any Governmental Authority which, in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.
- 1.13 **“Functional Authority”** shall mean the Party that specifically performs or directs someone else to perform detailed switching operations as authorized by the Jurisdictional Authority.
- 1.14 **“FERC”** shall mean the Federal Energy Regulatory Commission or its successor.
- 1.15 **“Good Utility Practice”** shall mean any of the applicable practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment by a Party in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition, giving due regard to the requirements of governmental agencies having jurisdiction. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region as they may be applicable to the Parties as transmission system operators.
- 1.16 **“Governmental Authority”** shall mean any federal, state, local, or other governmental agency, court commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, arbitrating body, or other governmental authority having jurisdiction over a Party.
- 1.17 **“Interconnection Facilities”** are the equipment and other facilities installed and owned by a Party on its respective side of an Interconnection Point, which are necessary to interconnect the UEC, MEC and/or the AECI Transmission System, including protection

and control devices, metering equipment and all other necessary connection, switching, transmission, distribution, safety, engineering, communication and administrative facilities.

- 1.18 “Interconnection Point”** ("IP") is the point at which UEC and MEC's joint ownership of the UEC and MEC Transmission System ends and AECI's ownership of the AECI Transmission System begins, as represented and described in each interconnection description included in Appendix A, as amended from time to time.
- 1.19 “Investment Grade Credit Rating”** shall mean with respect to any entity (i) a rating of “Baa3” or better from Moody’s, “BBB-” or better from S&P or investment grade as determined by another nationally recognized rating service and (ii) a net worth of at least One Hundred Million Dollars (\$100,000,000).
- 1.20 “IP Structure”** shall mean the pole, tower or structure upon which the Interconnection Facilities of the Parties are interconnected.
- 1.21 “Jurisdictional Authority”** shall mean the Party in charge of and responsible for directing and coordinating operation of system equipment. This includes authority of switching, voltage control, equipment loading, and any other activity pertinent to proper operation, subject to the equipment limitations.
- 1.22 “MISO”** shall mean the Midcontinent Independent System Operator, Inc., or its successor.
- 1.23 “MISO Tariff”** shall mean that certain Open Access Transmission Tariff on file with FERC and designated MISO’s FERC Electric Tariff Third Revised Volume No. 1, as it may be amended or superseded from time to time.
- 1.24 “MISO Transmission Owner Agreement”** shall mean that certain agreement on file with FERC and designated MISO’s FERC Electric Tariff, First Revised Rate Schedule No. 1, as it may be amended or superseded from time to time.
- 1.25 “Modification”** means any material, new construction, additions, design changes or modifications made to, or the abandonment, retirement, relocation or rearrangement of, the UEC, MEC and/or the AECI Transmission System.
- 1.26 “NERC”** shall mean the North American Electric Reliability Corporation or its successor.
- 1.27 “Notice of Dispute”** shall have the meaning described in Article 19 – Dispute Resolution under Section 19.1.
- 1.28 “Operational Change”** shall mean any material change in the day-to-day routine, practices or procedures pertaining to the operation of either the UEC, MEC and/or the

AECI Transmission System, but excluding any change in connection with either a planned or unplanned outage or an Emergency.

- 1.29** “**Reasonable Efforts**” shall mean, with respect to an action required to be attempted or taken by a Party under this Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.
- 1.30** “**Regulatory Modification**” shall mean any Modification which is required by the MISO, is required as part of a plan approved by MISO or, other FERC authorized planning authority, or is otherwise needed to satisfy Regulatory Requirements.
- 1.31** “**Regulatory Requirements**” shall mean any of the applicable practices, methods and acts required by NERC, FERC, Applicable Regional Entity, MISO or other governmental agency having jurisdiction over the Parties with regard to the subject matter of this Agreement, or the successor of any of them.
- 1.32** “**Reliability Coordinator**” shall have the meaning as defined in the NERC document “Glossary of Terms Used in Reliability Standards”. Reliability Coordinator typically means the entity that is the highest level of authority who is responsible for the reliable operation of the BES.
- 1.33** “**SCADA**” means supervisory control and data acquisition equipment.
- 1.34** “**Transmission System**” shall mean the transmission facilities owned or controlled by UEC, MEC, AECI, or all three, and where applicable shall include the distribution facilities of UEC, MEC and AECI that are directly connected to a Party's Transmission System.

**ARTICLE 2:
EFFECTIVE DATE AND CONDITIONS PRECEDENT**

- 2.1** **Effective Date.** Subject to required regulatory authorizations, including, without limitation, acceptance by FERC under Section 205 of the Federal Power Act, the Effective Date of this Agreement shall be the date set forth in the first paragraph, or a subsequent date upon which the Agreement is allowed to become effective by FERC (“Effective Date”).
- 2.2** **Regulatory Filing.** MISO shall tender this Agreement to FERC for filing as a rate schedule within the meaning of 18 C.F.R. Part 35. UEC, MEC and AECI shall reasonably cooperate with MISO with respect to such filing and to provide any information, reasonably requested by MISO, to comply with applicable Regulatory Requirements.

**ARTICLE 3:
PURPOSE AND SCOPE**

- 3.1 Purpose.** The purpose of this Agreement is to set forth the terms and conditions for the interconnection, operation, and maintenance of the UEC, MEC and AECI Transmission Systems and the coordination between the Parties relating thereto. This Agreement will only govern the ownership and operation of the Parties' facilities and equipment at the Interconnections identified in Appendix A to this Agreement.

MISO's participation in this Agreement and its rights and obligations hereunder are governed by the MISO Tariff and the MISO Transmission Owner Agreement. The provisions herein apply to MISO only to the extent that the facilities are under MISO's functional control. The provisions of the MISO Tariff and the MISO Transmission Owner Agreement supersede any contradictory provisions included in this Agreement as such provisions may pertain to MISO. This Agreement does not diminish or expand MISO's obligations or rights beyond the MISO Tariff and the MISO Transmission Owner Agreement.

**ARTICLE 4:
SYSTEM INTERCONNECTIONS**

- 4.1 Interconnections.** Each existing Interconnection Point is identified and described in Appendix A to this Agreement. Each additional Interconnection Point shall become, by inclusion in Appendix A, by the mutual agreement of each Party to the Interconnection Point, and by the fulfillment of all applicable Regulatory Requirements, an addition to this Agreement. The appropriate geographical reference, a description of the facilities and any applicable special terms and conditions shall be stated in the respective Interconnection Point description in Appendix A.
- 4.2 Modification or Addition.** A Modification may be recommended by any Party or by MISO to a Party at any time and, subject to Regulatory Requirements, shall become effective upon mutual acceptance in writing by that Party.
- 4.3 Ownership of Interconnection Facilities on IP Structure.** The owner of the IP Structure shall own the structure itself, their conductor, the insulators, the jumpers, and the conductor and dead-end shoe hardware on the owner's side of the Interconnection Point. The other Party shall own the conductor and dead-end shoe hardware on that Party's side of the Interconnection Point. The owner of the IP Structure for each Interconnection Point shall be identified in Appendix A.

**ARTICLE 5:
OPERATIONS AND MAINTENANCE**

- 5.1 Parties' Obligations.** The Parties shall operate and maintain their respective Transmission Systems and Interconnection Facilities in accordance with Good Utility

Practice and subject to the applicable procedures and requirements of the MISO Tariff or the AECI Tariff, as applicable.

- 5.2 Switching, Tagging, and Blocking Rules.** The Parties shall abide by their respective switching, tagging, and blocking rules for obtaining clearances for work or for switching operations at the Interconnections.
- 5.3 Preventive and Corrective Maintenance Outages.** In accordance with Good Utility Practice, and as may be provided in Appendix A of this Agreement, in order to facilitate maintenance or reliability of the Parties' Transmission Systems, the Parties shall confer regularly to coordinate the planning and scheduling of preventive and corrective maintenance of, and Modification and Operational Change to, their Interconnection Facilities or Transmission Systems that might reasonably be expected to affect the operation of the other Party's Transmission System. Absent an Emergency or a contrary directive from MISO or AECI's Reliability Coordinator, the Parties shall coordinate their respective schedules for any such activities and will, to the extent practicable and appropriate under the circumstances, give reasonable consideration to, among other things, the impact of the schedule on the other Party's operations; provided, however, that neither Party shall be obligated to schedule such activities to coincide with the other Party's scheduled outages, except to the extent required by MISO.
- 5.4 Inspections and Testing.**
- 5.4.1 Inspections.** The Parties shall perform routine inspection and testing of their equipment on their respective Interconnection Facilities in accordance with Good Utility Practice and the applicable requirements as may be necessary to ensure the continued interconnection of the Parties' Transmission Systems in a safe and reliable manner.
- 5.4.2 Right to Observe Testing.** The non-testing Party shall have the right to observe the testing of the testing Party's Interconnection Facilities, the performance of which may reasonably be expected to affect the reliability of the observing Party's Transmission System. The testing Party shall notify the other Party in advance of such testing unless, in the testing Party's reasonable judgment, the testing must be performed immediately, in which case the testing Party shall provide notice as soon as practicable. The observing Party may have a representative attend and be present during such testing.
- 5.4.3 Observation of Deficiencies.** If any Party observes any condition it believes may be inconsistent with Good Utility Practice with respect to a Party's Interconnection Facilities that might reasonably be expected to adversely affect the observing Party's Transmission System, the observing Party shall notify the other Parties. Notwithstanding the foregoing, the observing Party shall have no liability for failure to give such notice.
- 5.5 Disconnection.** In the event of an Emergency, a Party may disconnect the Interconnection Facilities for so long as is necessary under Good Utility Practice and the

applicable requirements of MISO, the applicable Reliability Coordinator, or AECI including the period of time necessary to establish the reconnection of the Interconnection Facilities.

5.6 Planned Outage. In the event of a planned outage of either Party's Transmission System that may adversely affect the other Party's Transmission System, the Party that is subject to the outage will use efforts consistent with Good Utility Practice, specific requirements as may be provided in Appendix A to this Agreement, and Regulatory Requirements to restore the Transmission System to service in accordance with its schedule for the work that necessitated the planned outage.

5.7 Access Rights. Upon reasonable notice by a Party, and subject to any required or necessary regulatory approvals, a Party (the "Granting Party") shall furnish at no cost to the other Party (the "Access Party") any rights of use, licenses, rights of way, and easements with respect to lands owned or controlled by the Granting Party, its agents, or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace, or remove facilities and equipment to:

- (i) interconnect the Interconnection Facilities;
- (ii) operate and maintain the Interconnection Facilities; and
- (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this Agreement.

In exercising such licenses, rights of way, and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party. Such licenses, rights of way, and easements, the Access Party shall not be of a duration longer than necessary perform the necessary work.

ARTICLE 6: EMERGENCIES

6.1 General. The Parties agree to comply with the applicable Reliability Coordinator emergency procedures or the Parties' respective emergency procedures, as applicable, for implementing NERC rules, other Regulatory Requirements, and the Parties' operating commitments, as applicable, with respect to Emergencies, and to comply with directives issued thereunder.

6.2 Notice. A Party shall provide the other Party and the applicable Reliability Coordinator with oral notification that is prompt under the circumstances of an Emergency that may reasonably be expected to affect the other Party's operation of their Transmission System, to the extent the notifying Party is aware of the Emergency. Such notification shall describe, as known, the Emergency, the extent of any damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

- 6.3 Immediate Action.** In the event of an Emergency, the Party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action with respect to its own facilities as is reasonable and necessary to prevent, avoid, or mitigate injury, danger and/or loss of life or property. The Parties shall, consistent with Good Utility Practice, take whatever actions or inactions the Parties deem necessary during an Emergency, including, without limitation, to request and comply with directives of the applicable Reliability Coordinator, in order to:
- (i) preserve public health and safety;
 - (ii) preserve the reliability of the Parties' Transmission Systems;
 - (iii) limit or prevent damage; and
 - (iv) expedite restoration of service.
- 6.4 Abnormal Conditions.** To the extent that either Party is aware of any Abnormal Condition, such Party, subject to the satisfaction of and compliance with Regulatory Requirements, will make Reasonable Efforts to promptly notify the other Party of such Abnormal Condition if it may reasonably be expected to affect the other Party's operation of its Transmission System. However, the failure of a Party to provide notice in conformance with this Section shall not constitute a material breach of this Agreement.

**ARTICLE 7:
MODIFICATION OR OPERATIONAL CHANGE**

- 7.1 General.** Modifications or Operational Changes to Interconnection Facilities may be recommended by a Party to another Party at any time. Each Party shall make such Modifications or Operational Changes to its Interconnection Facilities as are necessary to comply with Good Utility Practice and as may be provided in Appendix A of this Agreement. Any such Modifications or Operational Changes will be subject to any necessary transmission studies and to any necessary Governmental Authority approvals in accordance with Section 20.8 hereof and shall become effective upon mutual acceptance. The Parties will make any appropriate filings of such revisions to this Agreement or to the Appendices as required under Applicable Laws and Regulations, subject to the standards of review set forth in Section 20.8 hereof.
- 7.2 Notice.** In the event that either Party plans to undertake a Modification or Operational Change to its Interconnection Facilities that reasonably may be expected to impact the other Party's Transmission System, the initiating Party shall provide the other Party with at least ninety (90) days' advance notice of the desired Modification or Operational Change. The nature of and the schedule of work for performing such Modifications, or the nature of the Operational Change shall be subject to review and acceptance by the other Party, which review and acceptance shall not be untimely nor unreasonably withheld or delayed, to ensure that such Modification or Operational Change will:
- (i) not adversely affect a Party's Transmission System, or other facilities,
 - (ii) be consistent with Good Utility Practice, and
 - (iii) be as provided in Appendix A of this Agreement.

Subject to all applicable requirements imposed by MISO or AECI, the suitability and the responsibility for the safe and adequate design, operation, and maintenance of the initiating Party's facilities shall be and remain the sole obligation of the initiating Party.

- 7.3 Cost Responsibility.** When a Party makes a Modification or Operational Change to its Interconnection Facilities that necessitate a Modification or Operational Change to the other Party's Interconnection Facilities that are not required by MISO or FERC, or are not otherwise needed to satisfy Regulatory Requirements, such Modification or Operational Change to the other Party's Interconnection Facilities shall be made at the sole cost and expense of the Party initiating the changes, unless otherwise agreed to in writing by the other Party. The initiating Party's responsibility for such Modification or Operational Change costs is limited to those costs that are incremental to costs already planned to be incurred by the other Party.

ARTICLE 8: DOCUMENTATION AND INFORMATION REPORTING

- 8.1 Information Reporting Obligations.** Subject to applicable Regulatory Requirements and/or confidentiality agreements, each Party shall, in accordance with Good Utility Practice, work with the other Party regarding the transfer of information (including CEII pursuant to a confidentiality agreement) that may reasonably be necessary to support the reliability of the other Party's facilities.

ARTICLE 9: METERING AND TELEMETERING

- 9.1 Metering and Telemetry Equipment.** Each Party shall own and maintain their respective metering and telemetry equipment consistent with all applicable Regulatory Requirements.
- 9.2 Points of Metering.** The transfer of power and energy shall be measured by metering equipment at the locations and at the voltages described in the respective Interconnection Point descriptions in Appendix A. When meter registrations are not automatically compensated, they shall be increased or decreased by 2%, or as may be otherwise mutually agreed to by the Parties, for each transformation occurring between the Interconnection Point and the point of metering in order to compensate to the equivalent of metering at delivery voltage at the Interconnection Point. Where the transfer of power and energy occurs at a point removed from the point of metering (adjusted as provided above), UEC, MEC or AECI shall each appoint a representative within fifteen (15) days of the other Party's written request to jointly determine the extent to which meter registrations shall be compensated to cover transmission losses.
- 9.3 Meter Readings.** UEC and AECI will each read their meters regularly, at times to be mutually agreed upon, and promptly forward a duplicate copy of such meter readings to the other Party. The demand charts or other documentation recorded by the meters at the

Interconnection Points shall be available at all reasonable times to authorized employees and agents of each of UEC and AECI for the purposes of this Agreement.

- 9.4 Meter Tests, Accuracy, and Adjustments.** Each meter used hereunder shall, by comparison with accurate standards, be tested and calibrated by the Party owning the meter at approximate intervals of 24 months. If a meter shall be found inaccurate, it shall be restored to an accurate condition or an accurate meter substituted.
- 9.4.1** Either Party shall have the right to request that a special test of metering equipment be made at any time. If any test, made at such Party's request, discloses that the metering equipment tested is registering within 2% of normal, the Party requesting the test shall bear the expense thereof. The expense of all other tests shall be borne by the Party owning the metering equipment.
- 9.4.2** The results of all tests and calibrations shall be open to examination by both Parties, and a report of every test shall be furnished immediately to the other Party. Any meter tested and found to be not more than 2% above or below normal shall be considered to be accurate. If, as a result of any test, any meter is found to register in excess of 2% either above or below normal, then the readings of such meter previously taken shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond 60 days prior to the day on which inaccuracy is discovered by such test.
- 9.4.3** Should any such metering equipment at any time fail to register, or should the registration thereof be so erratic as to be meaningless, the power and energy delivered shall be determined from the best information available.

ARTICLE 10: ASSIGNMENT

- 10.1 Successors and Assigns.** This Agreement, and the rights and obligations created thereby, shall bind and inure to the benefit of the successors and permitted assigns of the Parties hereto.
- 10.2 Consent Required.** No Party may assign any rights or obligations hereunder without obtaining the consent of the other Parties, which consent shall not unreasonably be withheld.
- 10.3 Assignment in Event of Merger or for Financing.**
- 10.3.1** Notwithstanding anything to the contrary herein, this Agreement may be assigned by a Party, without the consent of the other Parties but with prior written notice, to any entity or entities in connection with a merger, consolidation, reorganization, or other change in the organizational structure of the assigning Party, provided that the surviving entity(ies) agrees, in writing, to assume the assigning Party's obligations and duties under, and be bound by, the terms of this Agreement and further satisfy one of the following criteria:
- (i) the assignee has an Investment Grade Credit Rating;

- (ii) the obligations of the assignee are guaranteed by a parent with an Investment Grade Credit Rating; or
- (iii) the assignment is being made in connection with a merger, consolidation or sale of substantially all the assignor's assets to another party that has an Investment Grade Credit Rating at least equal to that of the assignor.

10.3.2 Notwithstanding anything to the contrary herein, a Party or its permitted assignee may, without the consent of the other Parties but with prior written notice, assign, transfer, pledge or otherwise dispose of its rights and interests hereunder to a trustee or lending institution for the purposes of financing or refinancing any of the assigning Party's facilities. The Parties agree to execute and deliver such documents at the assigning Party's expense as may be reasonably necessary to accomplish any such assignment, transfer, pledge, or other disposition of rights hereunder for purposes of the financing or refinancing.

10.4 Party to Remain Responsible. Except for assignments pursuant to Section 10.3.1, no assignment, transfer, pledge, conveyance, or disposition of rights or obligations under this Agreement by a Party will relieve that Party from liability and financial responsibility for the performance thereof after any such assignment, transfer, conveyance, pledge, or disposition unless and until the transferee or assignee agrees in writing to assume the obligations and duties of that Party under this Agreement and the non-assigning Party has consented in writing to such assumption and to a release of the assigning Party from such liability.

10.5 Termination of Corporate Existence. If a Party terminates its existence as a corporate entity by acquisition, sale, consolidation, or otherwise, or if all or substantially all of such Party's assets are transferred to another person or business entity, without complying with Section 10.2 above, the other Party will have the right, enforceable in a court of competent jurisdiction, to enjoin the Party's successor from using its facilities in any manner that interferes with, impedes, or restricts the other Party's ability to carry out its ongoing business operations, rights, and obligations.

ARTICLE 11: FORCE MAJEURE

11.1 Effect of Force Majeure. Except for obligations to make any payments under this Agreement, the Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure, provided that:

11.1.1 the non-performing Party, as promptly as practicable after the Party reasonably determines that a Force Majeure event has occurred and such Force Majeure event will adversely impact the Party's ability to perform its obligations hereunder, gives the other Party written notice describing the particulars of the occurrence;

- 11.1.2 the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure;
- 11.1.3 the non-performing Party uses all Reasonable Efforts to remedy its inability to perform; and
- 11.1.4 as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, it gives prompt written notification thereof to the other Party.

**ARTICLE 12:
LIABILITY AND INDEMNIFICATION**

12.1 Limitation on Liability. EXCEPT AS PROVIDED UNDER SECTION 10 OF THE MISO TARIFF, A PARTY, ITS AFFILIATES, MEMBERS, DIRECTORS, ALTERNATE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY OF THEM, SHALL NOT BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES, MEMBERS, DIRECTORS, ALTERNATE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY OF THEM, OR TO ANY THIRD PARTY OR OTHER PERSON FOR ANY DAMAGES WHATSOEVER ARISING OR RESULTING FROM ANY ACT OR OMISSION IN ANY WAY ASSOCIATED WITH SERVICE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACT OR OMISSION THAT RESULTS IN AN INTERRUPTION, DEFICIENCY OR IMPERFECTION OF INTERCONNECTION SERVICE, EXCEPT AS PROVIDED IN SECTION 10.3 OF THE MISO TARIFF. FOR PURPOSES OF THIS AGREEMENT, THE LIMITATION OF LIABILITY FOR TRANSMISSION OWNERS IN SECTION 10.3 OF THE MISO TARIFF WILL APPLY TO UEC AND MEC AS TRANSMISSION OWNERS UNDER THE MISO TARIFF AND WILL ALSO ONLY APPLY TO AECI FOR THE LIMITED PURPOSE OF THIS AGREEMENT. MISO SHALL RETAIN THE LIMITATION ON ITS LIABILITY AS THE TRANSMISSION PROVIDER UNDER SECTION 10.3 OF THE MISO TARIFF.

12.2 Indemnification.

12.2.1 A Party (the “Indemnifying Party”) shall at all times indemnify, defend, and hold the other Party (the “Indemnified Party”) harmless from any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Indemnifying Party’s performance or non-performance of its obligations under this Agreement, except in cases of negligence or intentional wrongdoing by the indemnified Party.

12.2.1.1 Indemnified Party. If the Indemnified Party is entitled to indemnification under this Article 12 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Section 12.2, to assume the defense of such claim, the Indemnified Party may at the expense of the

Indemnifying Party contest, settle, or consent to the entry of any judgment with respect to, or pay in full, such claim.

12.2.1.2 Indemnifying Party. If the Indemnifying Party is obligated to indemnify and hold the Indemnified Party harmless under this Article 12, the amount owing to the Indemnified Party shall be the amount of the Indemnified Party's actual loss, net of any insurance or other recovery.

12.2.1.3 Indemnity Procedures. Promptly after receipt by the Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Section 12.2 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include the Indemnified Party and also the Indemnifying Party, and if the Indemnified Party reasonably concludes that there may be legal defenses available to it that are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent the Indemnified Party.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit, or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party:

- (i) shall not be entitled to assume and control the defense of any such action, suit, or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and
- (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed.

12.2.2 Subject to the limitation of liability set forth in Section 12.1, the terms and provisions of this indemnity, and the provisions of Section 12.2.1, each Party shall

protect, defend, indemnify and save harmless any Indemnified Party from, against and in respect of, any and all loss, liability, damage and reasonable expenses for accounting, consulting, engineering, investigation, cleanup, response, removal and/or disposal and other remedial costs, directly or indirectly imposed upon, incurred by or asserted against any Indemnified Party arising out of or in conjunction with any claim or claims by any third party or parties (including, without limitation, a Governmental Authority), arising out of or in connection with:

- (i) the use, generation, refining, manufacture, transportation, transfer, production, processing, storage, handling, or treatment of any substances, materials, products, or wastes which are classified as hazardous or toxic under any applicable federal, state or local law, or any regulations promulgated thereunder, effective as of the Effective Date of this Agreement (“Regulated Materials”), on, under or from the facilities of the Indemnifying Party;
- (ii) an actual or threatened release, spill, leak, discharge, or escape into the environment, of any Regulated Materials on, under or from the facilities of Indemnifying Party;
- (iii) the cleanup, removal and/or disposal of any Regulated Materials on, under or from the facilities of the Indemnifying Party required by any Environmental Law or any Governmental Authority;
- (iv) any personal exposure or injury (including wrongful death) or property damage (real or personal) arising out of or related to such Regulated Materials, including any damage arising out of any cleanup required by the Governmental Authorities or Environmental Laws;
- (v) any lawsuit brought or threatened, settlement reached, or government order relating to such Regulated Materials; or
- (vi) any violation of laws, orders, rules, regulations, requirements, guidelines, or demands of Governmental Authorities, including permits and licenses under Environmental Laws, which are based upon or in any way related to such Regulated Materials.

Nothing in this Section shall require a Party to indemnify another Party with respect to any matter described in clauses (i) through (vi) above except in connection with the Interconnection Facilities.

12.3 Survival. The limitation of liability provided for, and the indemnification obligations of each Party under this Article shall continue in full force and effect regardless of whether this Agreement has either expired or been terminated or canceled with respect to matters that arise during the effectiveness of the Agreement.

12.4 Limitation on Damages. Notwithstanding anything to the contrary contained in this Agreement, each Party waives all claims against the other Party (and against the other Party’s parent company, affiliates, directors, alternate directors, members, officers, contractors, subcontractors, employees and agents) for any consequential, incidental, indirect, punitive, special, or exemplary damages (including, but not limited to, loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non-

operation; increased expense of operation; cost of replacement power; interest charges; cost of capital; or claims of its customers to which service is made), and regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory. The above waiver shall not be construed as a waiver or limitation on the indemnification obligations pursuant to Section 12.2 and its subsections.

- 12.5 Risk of Loss.** Each Party shall have the full risk of loss for its own Interconnection Facilities and related equipment and materials.
- 12.6 No Personal Liability.** In no event shall any member, partner, shareholder, owner, officer, director, alternate director, employee, or affiliate of a Party be personally liable to the other Party for any payments, obligations, or performance under this Agreement.

ARTICLE 13: INSURANCE

- 13.1 Obligations.** Each Party shall maintain insurance as described in sections 13.1.1 through 13.1.4 below. All insurance shall be procured from insurance companies rated “A” or better by AM Best and authorized to do business in a state or states in which the Parties’ facilities are located. Failure to maintain required insurance shall be a Breach of this Agreement.
- 13.1.1** Workers Compensation insurance with statutory limits, as required by the state and/or jurisdiction in which the work is to be performed, and employer’s liability insurance with limits of not less than one million dollars (\$1,000,000.00).
- 13.1.2** Each Party shall self-insure, carry policies of insurance, or provide a combination thereof, in order to protect the Parties hereto from and against claims of the nature and type that are typically covered by commercial insurance policies. The amounts of such insurance against liability shall not be less than one million dollars (\$1,000,000) as to any one occurrence. A Party's election to self-insure shall not in any manner result in a reduction of rights and/or benefits otherwise available to the other Parties through formal insurance policies and endorsements customary in the electric utility industry.
- 13.1.3** Automobile Liability Insurance for owned, non-owned, and hired autos with a combined single limit of not less than one million dollars (\$1,000,000.00) per accident.
- 13.1.4** Excess or Umbrella Liability Insurance with a combined single limit of not less than twenty million dollars (\$20,000,000.00) per occurrence. These limits apply in excess of the above-mentioned policies.
- 13.2 Content of Policies.** The above-mentioned insurance policies (except Workers’ Compensation) shall provide the following:
- 13.3.1** Be primary and non-contributory to any other insurance carried by the Insured

Party.

13.3.2 Contain standard cross-liability provisions.

13.3.3 Provide for a waiver of all rights of subrogation which the Insuring Party's insurance carrier might exercise against the Insured Party.

13.5 Notices; Certificates of Insurance. Each Party shall endeavor to provide for thirty (30) days prior written notice of cancellation or material adverse change. Each Party shall provide the other Party with certificates of insurance prior to initial operation of the new Interconnection Facilities and thereafter at such time intervals as they shall mutually agree upon, provided that such interval shall not be less than one year. All certificates of insurance shall indicate, in the Special Items Section, that all policies except Workers Compensation shall contain:

- (i) Additional Insured Endorsement,
- (ii) Waiver of Subrogation Endorsement, and
- (i) Primary Insurance Endorsement as required in this Article.

13.6 Subcontractor Insurance. In accord with Good Utility Practice, each Party shall require each of its subcontractors to maintain and provide evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the subcontractor. Bonding of contractors or subcontractors shall be at the hiring Party's discretion, but regardless of bonding, the hiring principal shall be responsible for the performance or non-performance of any contractor or subcontractor it hires.

ARTICLE 14: BREACH, CURE, AND DEFAULT

14.1 Breach. A breach of this Agreement shall occur upon the failure by a Party to perform any material term or condition of this Agreement.

14.2 Events of Breach. A breach of this Agreement by a Party (the "Breaching Party") shall include:

- (i) The failure to comply with any material term or condition of this Agreement including, but not limited to, any material breach of a representation, warranty, or covenant made in this Agreement;
- (ii) If a Party:
 - (a) by decree of a court of competent jurisdiction, is adjudicated bankrupt or insolvent;
 - (b) files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law;
 - (c) makes a general assignment for the benefit of its creditors; or
 - (d) consents to the appointment of a receiver, trustee or liquidator;

- (iii) Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
- (iv) Failure of a Party to provide such access rights, or a Party's attempt to revoke or terminate such access rights, as provided under this Agreement; or
- (v) Failure of a Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement or to satisfy Regulatory Requirements.

14.3 Continued Operation. In the event of a breach by a Party (the "Breaching Party"), the Parties shall continue to operate and maintain, as applicable, such DC power systems, protection and metering equipment, telemetering equipment, SCADA equipment, transformers, communications equipment, building facilities, software, documentation, structural components, and other facilities and appurtenances that are reasonably necessary for the Parties to operate and maintain their respective Transmission Systems in a safe and reliable manner.

14.4 Cure and Default.

- (i) A Party automatically will be deemed to be in "Default" of this Agreement upon the occurrence of any one of the events described in Sections 14.2 (ii)-(iv) of the Agreement.
- (ii) Upon the occurrence of any event of breach other than those described in Section 14.2 (ii)-(iv), the Party not in breach (the "Non-Breaching Party"), when it becomes aware of any such breach, shall give written notice of the breach to the Breaching Party. Such notice shall set forth, in reasonable detail, the nature of the breach, and where known and applicable, the steps necessary to cure such breach. Upon receiving written notice of the breach hereunder, the Breaching Party shall have thirty (30) days to cure such breach. If the breach is such that it cannot be cured within such thirty-day (30-day) time period, the Breaching Party will commence in good faith all steps as are reasonable and appropriate to cure the breach within such thirty-day (30-day) time period and thereafter diligently pursue such action to completion. In the event the Breaching Party fails to cure the breach, or to commence reasonable and appropriate steps to cure the breach, within such thirty-day (30-day) time period, the Breaching Party will be in "Default" of the Agreement.
- (iii) Upon the occurrence of a Default, the Non-Breaching Party may, subject to the limitations contained in Article 15 – Term and Termination of Interconnection Service, terminate this Agreement as to the Breaching Party by providing written notice of termination to the Breaching Party, except that where a Default has been disputed by the Breaching Party, termination of this Agreement on account of such Default may not occur absent a final, binding, and non-appealable decision by FERC, an arbitrator, or a court of competent authority having jurisdiction, making a determination of said Default.

ARTICLE 15:

TERM AND TERMINATION OF INTERCONNECTION SERVICE

- 15.1 Term.** This Agreement shall be in full force and effect from the Effective Date and shall continue in effect thereafter, unless terminated by a Party at any time upon five (5) years' written notice to the other Party of its intentions to so terminate, unless sooner terminated in accordance with this Article or as provided in Appendix A of this Agreement with respect to the separate Interconnections.
- 15.2 Termination.**
- 15.2.1 By Mutual Consent.** This Agreement may be terminated at any time by mutual agreement of both Parties.
- 15.2.2 For Cause.** Either Party may terminate this Agreement upon the occurrence of any of the following events:
- (i) removal of a Party's Transmission System from service;
 - (ii) a Default by the Breaching Party as provided in Article 14 – Breach, Cure, and Default under Section 14.4; or
 - (iii) upon order from FERC.
- 15.3 FERC Approval.** No termination hereunder shall become effective until the terminating Party (or the Parties jointly) tender(s) to FERC any required notification of termination of this Agreement and obtains such acceptance thereof by FERC as may be necessary to comply with applicable Regulatory Requirements.
- 15.4 Disconnection.** Upon termination of this Agreement in accordance with this Article, a Party shall, in coordination with the other Party, physically disconnect its Transmission System from the terminated Party's Transmission System.
- 15.5 Survival of Rights.** Termination of this Agreement shall not relieve a Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. Applicable provisions of this Agreement will continue in effect after expiration, cancellation, or termination of this Agreement to the extent necessary to provide for final billings, billing adjustments, and the determination and enforcement of liability and indemnification obligations arising from events or acts that occurred while this Agreement was in effect.

ARTICLE 16: LABOR RELATIONS

- 16.1 General.** Each Party agrees to reasonably notify the other Party, orally and then in writing, of any labor dispute or anticipated labor dispute of which its management has actual knowledge that might reasonably be expected to affect the operations of the other Party with respect to this Agreement.

**ARTICLE 17:
SUBCONTRACTOR**

- 17.1 General.** Nothing in this Agreement shall prevent a Party from utilizing the services of such subcontractors as it deems appropriate to perform its obligations under this Agreement; provided, however, that both Parties shall require their subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services.
- 17.2 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. Each Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 17.3 No Third Party Beneficiary.** No subcontractor is intended to be, nor will it be deemed to be, a third-party beneficiary of this Agreement.
- 17.4 No Limitation by Insurance.** The obligations under this Article will not be limited in any way by any limitation on subcontractor's insurance.

**ARTICLE 18:
CONFIDENTIALITY**

- 18.1 Nondisclosure.** No Party shall disclose any Confidential Information of the other Party obtained pursuant to or in connection with the performance of this Agreement to any third party without the express written consent of the other Party, except the Parties may disclose Confidential Information to its Members or entities served by this Agreement provided the Parties ensure the Members or entities will maintain the Confidential Information in accordance with this Article. In the event that the Party receiving Confidential Information from the other Party is legally requested or required (including, but not limited to oral questions, interrogatories, requests for information or document, Missouri Sunshine Law, subpoena, civil investigative demand or similar process or; in the opinion of counsel for such Party, by federal or state securities laws or other statutes, regulations, orders or laws) to disclose any Confidential Information, such receiving Party shall promptly notify the other Party, if notice is not prohibited by law, of such request or requirement prior to disclosure so that the other Party may seek an appropriate protective order and/or waive compliance with the terms of this Agreement. If, however, a protective order has been sought, but has not been obtained and in the written opinion of counsel for the receiving Party (to be shared with the disclosing Party) such Party is nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then the receiving Party may disclose that portion (and only that portion) of such Confidential Information as is legally required without liability to the disclosing Party under this Agreement.

- 18.2 Definition.** “Confidential Information” means any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as Confidential Information by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, without limitation, all information relating to a Party’s technology, research and development, business affairs, and pricing, and any information supplied by a Party to the other Party on a confidential basis prior to the execution of this Agreement. Confidential Information shall not include information that the receiving Party can demonstrate:
- (i) is generally available to the public other than as a result of a disclosure by the receiving Party;
 - (ii) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party;
 - (iii) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no obligation to the other Party to keep such information confidential;
 - (iv) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party;
 - (v) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Agreement; or
 - (vi) is required, in accordance with this Article, to be disclosed by any federal or state government or agency or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement held in a court or agency of competent jurisdiction.

Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as Confidential Information notifies the other Party that such information no longer is confidential. Finally, for the purposes of this Agreement, information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

- 18.3 Standard of Care.** All Parties shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination.

- 18.4 Use of Confidential Information.** Any Party may use Confidential Information solely to fulfill its obligations to the other Party or Parties under this Agreement or its Regulatory Requirements, or in any proceeding under Article 19 – Dispute Resolution or Article 21 - Miscellaneous or in any administrative agency or court of competent jurisdiction addressing any dispute arising under this Agreement, subject either to a confidentiality agreement with all participants (including, if applicable, arbitrator(s)) or to a protective order. Notwithstanding the absence of a protective order or waiver, a Party may disclose such Confidential Information which, in the opinion of its counsel (to be

shared with the other Parties and upon other Parties' consent which consent is not to be unreasonably withheld), the Party is legally compelled to disclose.

- 18.5 Damages.** The Parties agree that monetary damages by themselves will be inadequate to compensate a Party for the other Party's breach of its obligations under this Section. Each Party accordingly agrees that the other Party is entitled to equitable relief, by way of injunction or otherwise, if it breaches or threatens to breach its obligations under this Article.
- 18.6 Survival.** The confidentiality provisions of this Article shall survive termination of this Agreement for a period of two (2) years.
- 18.7 FERC Standards of Conduct.** All information supplied by a Party to the other Party shall be treated as if subject to FERC's standards of conduct for transmission providers and shall not be disclosed by the receiving Party in violation of such standards set forth in Part 358 of FERC's rules and regulations.

ARTICLE 19: DISPUTE RESOLUTION

- 19.1 General.** In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance, such Party (the "disputing Party") shall provide the other Parties with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the non-disputing Parties. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the non-disputing Parties' receipt of the Notice of Dispute, the Parties may resolve the claim or dispute through any means available to them in law. Nothing in this Article shall restrict the rights of either Transmission-Owning Party to file a complaint at FERC under the relevant provisions of the Federal Power Act.

ARTICLE 20: NOTICES AND COMMUNICATIONS

- 20.1 General.** Unless otherwise specified herein, all notices, requests, claims, demands and other communications required or permitted to be given under this Agreement must be in writing, and must be given (and will be deemed to have been duly given if so given) by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the respective Parties as follows:

To UEC:

Senior Vice President – Transmission
Ameren Services Company
1901 Chouteau Avenue, MC635
P.O. Box 66149
Saint Louis, MO 63166-6149
T: (314) 554-2050
E-mail: Sschukar@ameren.com

To MEC:

Chief Electric Operations Officer
Missouri Electric Commission
2200 Maguire Blvd.
Columbia, MO 65201
T: (573) 445-3279
E-mail: jgrotzinger@mpua.org

To AECI

Senior Vice President and Chief Commercial Officer
Associated Electric Cooperative, Inc.
2814 S. Golden
P.O. Box 754
Springfield, MO 65801
417.371.5269
rclark@aeci.org

For emergencies contact 24 hour desk:
417.885.9200

To MISO:

Midcontinent Independent System Operator
Attn: Manager, Interconnection Planning
701 City Center Drive
Carmel, Indiana 46032
T: (317) 249-5400
F: (317) 249-5703

Any such notice or communication will be deemed to have been given as of the date received.

- 20.2 Change of Address.** Any Party may change its address or designated representative for notices by notice to the other Parties in the manner provided above.
- 20.3 Emergency Communications.** Notwithstanding Section 19.1, any notice hereunder concerning an Emergency or other occurrence requiring prompt attention, or as necessary during day-to-day operations, may be made by telephone, email, IM or in person

provided that such notice is confirmed in writing promptly thereafter. Notice in an Emergency, or as necessary during day-to-day operations, shall be provided:

- (i) if by UEC, to the shift supervisor at AECI's transmission control center,
- (ii) if by AECI, to the shift supervisor at UEC's transmission control center, and
- (iii) if by the MISO, pursuant to MISO's established procedures.

ARTICLE 21: MISCELLANEOUS PROVISIONS

21.1 General. Each Party makes the following representations, warranties, and covenants:

21.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Interconnection Facilities owned by such Party are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

21.1.2 Authority. Such Party has the right, power, and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

21.1.3 No Conflict. The execution, delivery and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

21.1.4 Consent and Approval. Notwithstanding Section 20.3 of this Agreement, such Party has sought or obtained, or, in accordance with this Agreement will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by applicable laws and regulations.

21.2 Governing Law.

- (i) When not in conflict with or preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the conflict of law principles thereof.

21.3 Regulatory Approval. This Agreement shall be subject to the approval of the regulatory agencies having jurisdiction. This Agreement will be filed with FERC for approval under Section 205 of the Federal Power Act as soon as practicable after its execution by the Parties. The Parties agree to support such filing, to reasonably cooperate with respect to the filing, and to provide any information, including the filing of testimony, reasonably required to comply with applicable filing requirements.

21.4 Relationship of the Parties. Nothing in this Agreement is intended to create a partnership, joint venture, or other joint legal entity making any Party jointly or severally liable for the acts of the other Party. Unless otherwise agreed to in a writing signed by all Parties, no Party shall have any authority to create or assume in another Party's name or on its behalf any obligation, express or implied or to act or purport to act as any other Party's agent or legally-empowered representative for any purpose whatsoever. Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons by that Party to perform under this Agreement, including all federal, state, and local income, social security, payroll and employment taxes, and statutorily-mandated workers' compensation coverage. None of the persons employed by any Party shall be considered employees of the other Party for any purpose; nor shall any Party represent to any person that such persons are or shall become employees of the other Party. Except as expressly provided for herein, no Party shall be liable to any third Party in any way for any engagement, obligation, commitment, contract, representation, or for any negligent act or omission to act of the other Party.

21.5 No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any benefits, interests, rights, or remedies under or by reason of the Agreement.

21.6 Waiver. Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

21.7 Failure to Enforce. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder terminated, shall not constitute a waiver or relinquishment of any rights set out herein, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a writing signed by the Party granting such waiver or relinquishing any such right(s). Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver

or of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition herein.

- 21.8 Amendment Modification.** Except as otherwise provided,
- (i) this Agreement may only be modified in writing and signed by all Parties, and
 - (ii) no amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless the same shall be in writing and signed by all Parties against which enforcement is sought.

Notwithstanding any provision in this Agreement to the contrary, any Party may unilaterally make application to the FERC under Sections 205 or 206, as applicable, of the Federal Power Act and pursuant to FERC's rules and regulations promulgated thereunder for a change in any rate, term, condition, charge, classification of service, rule or regulation under or related to this Agreement over which FERC has jurisdiction.

- 21.9 Severability.** If any term, condition, covenant, restriction or other provision of this Agreement is held by a court or regulatory agency of competent jurisdiction or by legislative enactment to be invalid, void or otherwise unenforceable, the remainder of the terms, conditions, covenants restrictions and other provisions of this Agreement shall remain in full force and effect unless such an interpretation would materially alter the rights and privileges of any Party. If any term, condition, covenant, restriction or other provision of this Agreement is held invalid, void or otherwise unenforceable, the Parties shall attempt to negotiate an appropriate and equitable replacement, revision or adjustment to the provision of this Agreement to restore the benefits and obligations conferred under the original Agreement.

- 21.10 Headings and Captions.** Article headings, section headings, and/or other captions are included in this Agreement for reference purposes only and shall not constitute a part of this Agreement or in any way affect the meaning or interpretation of this Agreement. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

- 21.11 Further Assurances.** Each Party shall do such other and further acts and things, and shall execute and deliver such instruments and documents, as any other Party reasonably requests from time to time in furtherance of the purposes of this Agreement.

- 21.12 Entire Agreement.** This Agreement, including all schedules, appendices and other attachments hereto and made part hereof, sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and merges and supersedes all prior written and oral understandings, offers, agreements, commitments, representations, writings, discussions or other communications of every kind between the Parties.

- 21.13 Rights Cumulative.** The rights and remedies set forth in this Agreement are cumulative and non-exclusive.


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

21.15 Effect of MISO Signature. The Parties acknowledge and understand that the signature of the authorized officer of MISO on this Agreement is for the limited purpose of acknowledging that the representative of MISO has read the terms of this Agreement. The Parties and MISO further state that they understand that FERC desires that the Parties keep MISO fully apprised of the matters addressed herein, as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the officer of MISO shall not in any way be deemed to imply that MISO is taking responsibility for the actions of either Party, that MISO has any affirmative duties under this Agreement, or that MISO is liable in any way under this Agreement.


[Signature Pages to Follow.]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement in quadruplicate originals, each of which shall constitute and be an original effective Agreement among the Parties as of the date first above written.

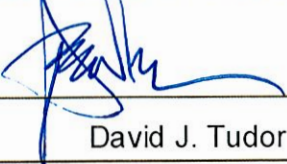
**AMEREN SERVICES COMPANY, as agent for
Union Electric Company d/b/a Ameren Missouri**

By: 
Name: Shawn E. Schukar
Title: Sr. Vice President
Date: July 27, 2023

**MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION
d/b/a MISSOURI ELECTRIC COMMISSION**

By: 
Name: JOHN TWITTY
Title: PRESIDENT & CEO
Date: 2/26/23


ASSOCIATED ELECTRIC COOPERATIVE, INC.

By: 
Name: David J. Tudor
Title: CEO & General Manager
Date: 7/26/23

The signature below of the authorized officer of MISO is for the limited purpose of acknowledging that an authorized officer of MISO has read this Agreement.

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC

Transmission Provider
Midcontinent Independent System Operator, Inc.

By:  _____ 8/15/2023 ces

Name: Aubrey Johnson

Title: VP, System Planning & Competitive Development

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APPENDIX A

INTERCONNECTIONS

for the

TRANSMISSION INTERCONNECTION AGREEMENT

by and among

Associated Electric Cooperative Incorporated

and

Missouri Joint Municipal Electric Utility Commission
d/b/a Missouri Electric Commission

and

Ameren Services Company
as agent for
Union Electric Company d/b/a Ameren Missouri

and the

Midcontinent Independent System Operator, Inc.

INTERCONNECTION NO. 1 – Spalding-Finn

Interconnection Point: The point where MEC/UEC’s Spalding-Finn 161 kV line connects to AECI’s dead-end hardware at MEC/UEC owned-structure 576-B outside of AECI’s Spalding substation. The owner of the IP Structure is MEC and UEC.

Facilities Provided by AECI: AECI will provide, own, operate, and maintain the terminal facilities at Spalding and the facilities between Spalding and the Interconnection Point.

Facilities Provided by MEC/UEC: MEC and UEC will provide, own, operate, and maintain the terminal facilities at Finn and the facilities between Finn and the Interconnection Point.

Metering: AECI owns, operates, and maintains revenue accuracy 3-element load control metering at its Spalding substation, including revenue accuracy potential and current transformers located on the 69 kV side of the transformer. AECI provides instantaneous and hourly demand information to UEC. AECI and UEC shall coordinate the provision of all available status points for the breakers and switches and all available analog points for MW, MVAR, voltages, and currents as required by AECI and UEC, and in accordance with MISO requirements as they pertain to UEC.

Jurisdictional and Functional Authority: AECI will be the Jurisdictional Authority and Functional Authority over 161 kV breaker position 490 and disconnect switch 491 at Spalding. UEC will be the Jurisdictional Authority and AECI will be the Functional Authority over Spalding 161 kV breaker positions 535, 540, 552, and 555 along with the adjacent switches. UEC will be the Jurisdictional Authority and AECI will be the Functional Authority over 161 kV line disconnect switches 537, 542, and 557 in the Spalding substation. UEC will be the Jurisdictional Authority and Functional Authority over all 161 kV switches and breakers in Finn substation and the transmission line facilities between the Finn substation to the Interconnection Point. AECI and UEC will coordinate switching operations with the applicable Reliability Coordinators for any planned or unplanned outages or as otherwise described elsewhere in this agreement for such Emergency conditions that may arise.

Term: From the effective date of this Agreement until terminated thereafter by either MEC, UEC or AECI by giving not less than five (5) years’ written notice.

APPENDIX B

DIAGRAMS OF THE INTERCONNECTION POINTS

**CRITICAL ENERGY INFRASTRUCTURE INFORMATION
(CEII)**

CONTAINS CUI//CEII MATERIAL – DO NOT RELEASE

CUI//CEII MATERIAL - DO NOT RELEASE

This document contains Critical Energy Infrastructure Information ("CEII"). It should not be posted publicly and should only be shared with people who have executed a CEII General Non-Disclosure Agreement.

TAB B

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Case Name) **Docket No.**

PROTECTIVE AGREEMENT

1. This Protective Agreement shall govern the access to, and use of all Privileged Materials and Critical Energy Infrastructure Information (“CEII”) produced by, or on behalf of, any Participant.
2. Notwithstanding any order terminating this proceeding, this Protective Agreement shall become effective as of the date the attached Non-Disclosure Certificate is executed and shall remain in effect until specifically modified or terminated by the Federal Energy Regulatory Commission (“Commission”).
3. Definitions – For purposes of this Protective Agreement:
 - (a) The meaning of the term “Participant” shall be as defined at 18 C.F.R. § 385.102(b).
 - (b) The term "Privileged Materials" includes those materials, and information contained therein, which customarily are treated as sensitive or proprietary, which are not available to the public, and which, if disclosed publicly, would subject the Participant or its customers to risk of competitive disadvantage or other business injury. Privileged Materials may include: (A) materials designated by a Participant as “Privileged Materials”; (B) any information contained in or obtained from such designated materials in (A); (C) any other materials which are made subject to this Protective Agreement by the Presiding Judge or the Chief Judge, by the Commission, by any court or other body having appropriate authority, or by agreement of the Participants; (D) notes of Privileged Materials (notes means memorandum, summaries, or other documents produced by a Participant or Reviewing Representative as a part of their review of the Privileged Materials) (“Notes of Privileged Materials”); and (E) copies of Privileged Materials. The Participant producing the Privileged Materials shall physically mark them on each page as "PRIVILEGED MATERIALS" or with words of similar import as long as the term "Privileged" is included in that designation to indicate that they are Privileged Materials.

- (c) The meaning of the term “CEII” shall be as defined at 18 C.F.R. § 388.113(c). In producing a document that contains CEII, a Participant shall label the document in conformance with the requirements of this Protective Agreement, including but not limited to the requirements of Paragraphs 12 and 20 hereof. For the purposes of this Protective Agreement, documents that are labeled in conformance with the requirements of Paragraphs 12 and 20 are defined as “Designated CEII.”
- (d) The term “Non-Disclosure Certificate” shall mean the certificate annexed hereto by which Reviewing Representatives who have been granted access to Designated CEII or Privileged Materials shall certify their understanding that such access is provided pursuant to the terms and restrictions of this Protective Agreement, and that such Reviewing Representatives have read the Protective Agreement and agree to be bound by it. All executed Non-Disclosure Certificates shall be served on all Participants on the official service list maintained by the Secretary of the Commission in this proceeding.
- (e) The term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate and who is:
 - (1) a member of the Commission Trial Staff;
 - (2) an attorney who has made an appearance in this proceeding for a Participant;
 - (3) attorneys, paralegals, and other employees associated for purposes of this proceeding with an attorney who has made an appearance in this proceeding for a Participant;
 - (4) an expert or an employee of an expert retained by a Participant for the purpose of advising, preparing for, submitting evidence, or testifying in this proceeding;
 - (5) a person designated as a Reviewing Representative by order of the Presiding Judge or the Chief Judge or the Commission; or
 - (6) employees or other representatives of Participants with significant responsibility for this docket.

4. All Privileged Materials and Designated CEII shall be made available under the terms of this Protective Agreement only to Participants and only through their Reviewing Representatives as provided in Paragraphs 6–10.

5. All Privileged Materials and Designated CEII shall remain available to Participants until an order terminating this proceeding becomes no longer subject to judicial review, or

another date specifically designated by the Commission or the Presiding Judge. If requested to do so in writing after that date, the Participants shall, within fifteen (15) days of such request, return the Privileged Materials and the Designated CEII to the Participant that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Privileged Materials or Designated CEII, and Notes of Privileged Material may be retained, if they are maintained in accordance with Paragraph 6 below. Within such time period each Participant, if requested to do so, shall also submit to the producing Participant an affidavit stating that, to the best of its knowledge, all Privileged Materials, Designated CEII and all Notes of Privileged Materials have been returned or have been destroyed or will be maintained in accordance with Paragraphs 6-7. To the extent Privileged Materials and Designated CEII are not returned or destroyed, they shall remain subject to the Protective Agreement or any superseding protective agreement or protective order.

6. All Privileged Materials and Designated CEII shall be maintained by the receiving Participant or Reviewing Representatives in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8–9. The Secretary shall place any Privileged Materials and Designated CEII filed with the Commission in a non-public file. By placing such documents in a non-public file, the Commission is not making a determination of any claim of privilege or whether the materials actually meet the definition of CEII. The Commission retains the right to make determinations regarding any claim of privilege and the discretion to release information necessary to carry out its jurisdictional responsibilities. For documents submitted to Commission Trial Staff (“Staff”), Staff shall follow the notification procedures of 18 C.F.R. § 388.112 before making public any Privileged Materials or Designated CEII.

7. All Privileged Materials and Designated CEII shall be treated as confidential by each Participant and by the Reviewing Representative in accordance with the Non-Disclosure Certificate executed pursuant to Paragraph 9 and shall be afforded the same protections that the Participant or Reviewing Representative affords to its own similarly situated confidential information. A Participant or Reviewing Representative shall promptly notify the other Participants if it has cause to believe that the Privileged Materials or Designated CEII have been disclosed, including if that disclosure was inadvertent or the result of a breach. All Privileged Materials and Designated CEII shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding.

8. (a) If a Reviewing Representative’s scope of employment includes the marketing of energy, the direct supervision of any employee(s) whose duties include the marketing of energy, or the provision of consulting services to any person whose duties include the marketing of energy, such Reviewing Representative may not use information contained in any Privileged Materials or Designated CEII to give any Participant or any

competitor of any Participant a commercial advantage.

(b) In the event that a Participant wishes to designate as a Reviewing Representative a person not described in Paragraph 3(e) above, the Participant shall seek agreement from the Participant providing the Privileged Materials or Designated CEII. If an agreement is reached, that person shall be a Reviewing Representative pursuant to Paragraph 3(e) above with respect to those materials. If no agreement is reached, the Participant shall submit the disputed designation to the Presiding Judge for resolution.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Privileged Materials or Designated CEII pursuant to this Protective Agreement unless that person has first executed a Non-Disclosure Certificate; provided, that if an attorney is a Reviewing Representative, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not execute a Non-Disclosure Certificate. A copy of each Non-Disclosure Certificate shall be provided to counsel for the Participant 3 days prior to disclosure of any Privileged Material or Designated CEII to that Reviewing Representative, thus providing an opportunity to object to the disclosure.

(b) Attorneys qualified as Reviewing Representatives shall be responsible for ensuring that persons under their supervision or control comply with this Protective Agreement.

10. Any Reviewing Representative may disclose Privileged Materials or Designated CEII to any other such person as long as the disclosing person and the receiving person both have executed a Non-Disclosure Certificate. In the event that any Reviewing Representative to whom the Privileged Materials or Designated CEII is disclosed ceases to be engaged in this matter or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(e), access to Privileged Materials or Designated CEII by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Agreement and the certification.

11. Subject to Paragraphs 17-19, the Presiding Judge or the Chief Judge or the Commission shall resolve any disputes arising under this Protective Agreement. Prior to presenting any dispute under this Protective Agreement to the Presiding Judge or the Chief Judge or the Commission, the parties to the dispute shall use their best efforts to resolve it. Any Participant that contests the designation of materials as Privileged shall notify the Participant that provided the Privileged Materials by specifying in writing the basis for its objection. This Protective Agreement shall automatically cease to apply to such materials five (5) business days after the notification is made unless the designator, within said 5-day period, files a motion with the Presiding Judge or the Chief Judge or the Commission, with supporting affidavits, demonstrating that the materials should continue to be privileged. In any challenge to the designation of materials as Privileged, the burden of proof shall be on the Participant seeking protection. If the Presiding Judge or the Chief

Judge or the Commission finds that the materials at issue are not entitled to privilege, the procedures of Paragraphs 17-19 shall apply. The procedures described in this Paragraph shall not apply to materials designated by a Participant as CEII. Materials so designated shall remain privileged and subject to the provisions of this Protective Agreement, unless a Participant requests and obtains a determination from the Commission's Critical Energy Infrastructure Information Coordinator that such materials need not remain as Designated CEII.

12. All copies of all documents reflecting Privileged Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents, which refer to Privileged Materials, shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Protective Agreement. Such documents shall be marked "PRIVILEGED MATERIALS" and shall be filed under seal and served under seal upon the Presiding Judge and all Reviewing Representatives who are on the service list. Such documents containing CEII shall be additionally marked "CONTAINS CUI//CEII MATERIAL – DO NOT RELEASE." For anything filed under seal, redacted versions or, where an entire document is privileged or confidential, a letter indicating such, will also be filed with the Commission and served on all Participants on the service list and the Presiding Judge. Counsel for the producing Participant shall provide to all Participants who request the same, a list of Reviewing Representatives who are entitled to receive such materials. Counsel shall take all reasonable precautions necessary to assure that Privileged Materials and Designated CEII are not distributed to unauthorized persons.

13. If any Participant desires to include, utilize or refer to any Privileged Materials or Designated CEII or information derived therefrom in testimony or exhibits during the hearing in these proceedings in such a manner that might require disclosure of such material to persons other than Reviewing Representatives, such Participant shall first notify both counsel for the disclosing Participant and the Presiding Judge of such desire, identifying with particularity each of the Privileged Materials or Designated CEII. Thereafter, use of such Privileged Material or Designated CEII will be governed by procedures determined by the Presiding Judge.

14. Nothing in this Protective Agreement shall be construed as precluding any Participant from objecting to the use of Privileged Materials or Designated CEII on any legal grounds.

15. Nothing in this Protective Agreement shall preclude any Participant from requesting the Presiding Judge, the Chief Judge, the Commission, or any other body having appropriate authority, to find that this Protective Agreement should not apply to all or any materials previously designated as Privileged Materials or CEII pursuant to this Protective Agreement.

16. This Protective Agreement may be modified only by mutual agreement among Participants that have signed Non-Disclosure Certificates. This Protective Agreement may be replaced and superseded by a protective order issued by the Presiding Judge, the Chief

Judge, or the Commission.

17. Nothing in this Protective Agreement shall be deemed to preclude any Participant from independently seeking, through discovery in any other administrative or judicial proceeding, Privileged Materials or Designated CEII produced by any Participant under this Protective Agreement.

18. None of the Participants waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Privileged Materials or Designated CEII.

19. The contents of Privileged Materials or Designated CEII or any other form of information that copies or discloses Privileged Materials or Designated CEII shall not be disclosed to anyone other than in accordance with this Protective Agreement and shall be used only in connection with the Participants' review of these proceedings. Any violation of this Protective Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

20. All Privileged Material or Designated CEII provided by Participants that is filed with the Commission, submitted to a Presiding Judge, or submitted to any Commission personnel or any other judicial or administrative body, must comply with the Commission's *Notice of Document Labelling Guidance for Documents Submitted to or Filed with the Commission or Commission Staff*, as issued on April 14, 2017 (82 Fed. Reg. 18632 (April 20, 2017)).

21. The provisions of 18 C.F.R. § 388.112 and 18 C.F.R. § 388.113 shall apply to any requests under the Freedom of Information Act (5 U.S.C. § 552) for Privileged Materials or Designated CEII in the files of the Commission.

IN WITNESS WHEREOF, Midcontinent Independent System Operator, Inc. has caused its authorized representative to execute this Protective Agreement.

Midcontinent Independent System Operator, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Case Name _____) **Docket No.** _____

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Privileged Materials or Designated CEII is provided to me pursuant to the terms and restrictions of the Protective Agreement in this proceeding, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Privileged Materials or Designated CEII, any notes or other memoranda, or any other form of information that copies or discloses Privileged Materials or Designated CEII shall not be disclosed to anyone other than in accordance with that Protective Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: _____

Printed Name: _____

Title: _____

Representing: _____

Date: _____