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October 24, 2024

VIA ELECTRONIC FILING

The Honorable Debbie-Anne A. Reese
Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

**Re: Midcontinent Independent System Operator, Inc.
Docket No. ER25-____-000
Emergency Energy Agreement between Midcontinent Independent System
Operator, Inc. and Tennessee Valley Authority**

Dear Acting Secretary Reese:

The Midcontinent Independent System Operator, Inc. ("MISO") through this filing¹ submits a proposed Emergency Energy Agreement by and between MISO and Tennessee Valley Authority ("TVA") ("Agreement") ("MISO" and "TVA" collectively "the Parties"). MISO requests an effective date of December 24, 2024, which is at least sixty (60) days, but less than 120 days, from the date of this filing.

I. BACKGROUND

MISO and TVA are neighboring North American Electric Reliability Corporation ("NERC") Balancing Authorities ("BAs") sharing a BA seam in Mississippi and along the Arkansas-Tennessee state line. BAs are "The responsible entity that integrates resource plans ahead of time, maintains Demand and resource balance within a Balancing Authority Area, and supports Interconnection frequency in real time."² In the past, NERC specifically required that BAs have operating agreements with neighboring BAs containing provisions for emergency energy ("Emergency Energy"). It was not required that each BA have an agreement with every neighboring BA, as long the BA had secured sufficient Emergency Energy assistance to satisfy

¹ This filing is being made pursuant to Section 205 of the Federal Power Act ("FPA"), 16 U.S.C. § 824d, and Section 35.13 of the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), 18 C.F.R. 35.13 (2024).

² Balancing Authority and the capitalized terms "Demand," "Balancing Authority Area," and "Interconnection" as defined in the NERC Glossary of Terms:

https://www.nerc.com/pa/Stand/Glossary%20of%20Terms/Glossary_of_Terms.pdf

anticipated needs. The NERC standards have evolved to more generally require that “Each Balancing Authority shall develop, maintain, and implement one or more Reliability Coordinator-reviewed Operating Plan(s) to mitigate Capacity Emergencies and Energy Emergencies within its Balancing Authority Area.”³ Those operating plans typically provide for the purchase of Emergency Energy as a mitigation tool. Both the MISO Tariff⁴ and the MISO Emergency Operating Plan⁵ contain provisions regarding Emergency Energy. Section 40.2.22 of the MISO Tariff specifically requires an agreement between BAs, providing that MISO may “arrange Emergency Energy” purchases and sales “through applicable MISO Balancing Authority to Balancing Authority agreements.”

Even though MISO and TVA perform the same role as a BA, the organizations have fundamental differences. MISO is a Commission-approved Regional Transmission Organization (RTO), while TVA was created by Congress in 1933 through the Tennessee Valley Authority Act (“TVA Act”).⁶ MISO has no restrictions regarding selling or purchasing Emergency Energy to or from any adjacent BA, including TVA, other than the aforementioned MISO Tariff requirement that there be an agreement. However, TVA is not able to supply Emergency Energy directly to MISO due to limitations found in the TVA Act. To ensure that the Agreement is not in conflict with the TVA Act, the Agreement enlists the cooperation of Ameren and Entergy to grant MISO authority to act on their behalf to purchase Emergency Energy from TVA.

There has never previously existed an Emergency Energy Agreement directly between MISO and TVA. Both BAs have other arrangements that have traditionally been sufficient to meet the needs of their footprints and the TVA Act appeared to preclude such an agreement. Due to the changing configuration of the grid and recent emergency events, like Winter Storm Elliott, MISO and TVA have become increasingly focused on the need for additional coordination and planning to better ensure reliability in an emergency. To that end, each has identified the need to purchase Emergency Energy from the other to maintain the reliability of each individual transmission system and, more generally, the integrity of the Eastern Interconnection. The Agreement filed herein provides additional security for both MISO and TVA by establishing the mutual availability of Emergency Energy.

³ NERC Standard EOP-011-4, *Emergency Preparedness and Operations*, Section B. R2.

⁴ MISO Tariff shall mean the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, including all schedules or attachments thereto, as amended from time to time. *Emergency Energy Purchases*, MISO Tariff, Module C, Section 40.2.22.

⁵ *MISO Emergency Energy Operating Plan*, SO-P-EOP-11, referencing *MISO Market Capacity Emergency Operating Procedure*, SO-P-EOP-00-002 (This Plan does NOT contain specific action steps for MISO operators or MISO stakeholders. Specific actions to be taken are provided in SO-P-EOP-00-002 MISO Market Capacity Emergency and other referenced procedures.) Sections 4.2.8; 4.2.12; and Table 4. MISO Emergency Operating Conditions located at: <https://www.misoenergy.org/markets-and-operations/reliability-information/reliability-operating-procedures/#nt=%2Fpublicoperatingproctype%3AEmergency&t=10&p=0&s=Updated&sd=desc>

⁶ Tennessee Valley Authority Act of 1933 (16 U.S.C. § 831 *et seq.*); Amended August 6, 1959 to add Section 15.d.; Clarified, in part, in a Consent Judgement approving a Settlement Agreement in *Alabama Power Company, et al. v. Tennessee Valley Authority*, US. District Court, Northern District of Alabama, Southern Division, CV-97-C-0885-S.

II. PROPOSED EMERGENCY ENERGY AGREEMENT

A. DESCRIPTION

At a high level the Agreement provides terms and conditions under which Emergency Energy can be requested, when and how that Emergency Energy will be made available, the specifics for tagging the Emergency Energy, and the compensation to be paid. Similar to other MISO arrangements for Emergency Energy, Section 1.2 provides that Emergency Energy can only be requested when an Energy Emergency Alert Level 2 or higher (“EEA2”)⁷ has been declared and only when the BA delivering the Emergency Energy can do so in accordance with the conditions listed in Section 1.1, “a. the safe and proper operation of its own Transmission System, b. the furnishing of dependable and satisfactory services to its own customers, c. its obligations to other parties, and d. the terms and conditions of its Tariff or Governing Documents.”

In Section 2, the Agreement describes the characteristics of the Emergency Energy and specifically how the Emergency Energy will be tagged. Section 3 sets forth the rates and charges for the sale of Emergency Energy. The purchaser, the Receiving BA, will pay all charges related to the purchase, including transmission and other costs, as defined in the Agreement. The rate for energy will be as follows:

The ***greatest of***:

- (1) 150% of the hourly LMP at the point(s) of **exit** at the bus or buses at the border of the MISO market (when MISO is the Delivering BA) or the point(s) of **injection** at the Ameren sink point or the Entergy sink point, as set forth in Section 2.2 of the Agreement (when TVA is the Delivering BA);
- (2) 110% of the verifiable cost of the resource(s) used to provide such service; or
- (3) \$100 per MWhr.

These rates are similar to and consistent with those in other MISO Emergency Energy schedules that have been accepted by the Commission.⁸

The Agreement also provides details for payment in Section 4, as well as other standard provisions with respect to liability, maintaining records, termination, dispute resolution, notices, and other miscellaneous items.

⁷ NERC Reliability Standard EOP-011-4, *Emergency Preparedness and Operations*, Attachment 1 - Energy Emergency Alerts.

⁸ Letter Order, Docket No. ER24-2978, October 21, 2024 (AECI) (Emergency Energy rate: Greater of 150% of LMP, \$100/MWhr, or 110% of verifiable costs). Letter Order, Docket No. ER14-66, December 18, 2013 (Southern Company) (Emergency Energy rate: Greater of 150% of LMP or 110% of verifiable costs). Letter Order, Docket No. ER09-266, December 31, 2008 (IESO) (Emergency Energy rate: Higher of 150% of LMP or \$100/MWhr).

B. AMEREN AND ENTERGY

Ameren⁹ and Entergy¹⁰ also play a role in the Agreement. TVA's ability to provide electric power outside its service territory is limited by the TVA Act to transactions with neighboring electric systems with whom TVA had exchange power arrangements as of July 1, 1957, and their successors, also known as the "TVA fence."¹¹ Ameren and Entergy are two of the neighboring electric systems with exchange power arrangements as of July 1, 1957, and both have integrated into MISO. MISO has entered into arrangements with Ameren and Entergy to act as their agent to purchase Emergency Energy from TVA, as Ameren and Entergy have the appropriate arrangements with TVA under the TVA Act. Ameren and Entergy have individually granted MISO the authority to act on their behalf by virtue of the execution of an Agency Agreement, as noted in the Agreement, "WHEREAS, both Ameren and Entergy have entered into an agency agreement with MISO ("Agency Agreement") pursuant to which each has conferred upon MISO, subject to specified terms and conditions, the right to make purchases from TVA on its behalf," with the executed Agency Agreements attached and made a part of the Agreement as Attachment A (Ameren) and Attachment B (Entergy), respectively.

In addition to establishing the agency relationship, the Agency Agreements also clarify that Ameren and Entergy will not have an active role in the actual Emergency Energy transaction between MISO and TVA, will have no liability in these transactions, and are not subject to additional costs due to these transactions. However, both the Agreement and the Agency Agreements contain provisions clarifying that Ameren and Entergy will still be subject to all obligations and costs they would otherwise be subject to under the MISO Tariff and rate schedules. To comply with the TVA Act, any Emergency Energy purchased by MISO on behalf of Ameren will sink in Ameren's service territory and any Emergency Energy purchased by MISO on behalf of Entergy will sink in Entergy's service territory.

C. EMERGENCY ONLY

The Agreement does not provide for the purchase or sale of energy in the normal course of operations. Emergency Energy is only available to a BA under specific conditions, when many other resources have been exhausted. In the case of this Agreement, Emergency Energy is only available when an EEA2 has been declared. This distinction draws a line between economic energy transactions and true Emergency Energy sales. Emergency Energy is typically only called on in the most extreme cases when reliability is threatened and there are few options remaining. Both MISO and TVA anticipate that there may be situations in the future that will meet this criteria and having the ability to purchase Emergency Energy from each other may be the key to enhanced grid stability and avoiding load shed.

⁹ Ameren Corporation, encompassing Central Illinois Public Service Company, Union Electric Company, and Illinois Power Company (collectively "Ameren").

¹⁰ Entergy Mississippi, LLC, in coordination with Entergy Arkansas, LLC.; Entergy Louisiana, LLC; Entergy New Orleans, LLC; and Entergy Texas, Inc. (collectively "Entergy").

¹¹ 16 U.S.C. § 831n-4.

III. DOCUMENTS SUBMITTED IN THIS FILING

In addition to the transmittal letter, the documents being submitted in this filing are as follows:

Tab A – Clean Proposed Emergency Energy Agreement with Attachment A and Attachment B; and

Tab B – Redline of Proposed Emergency Energy Agreement with Attachment A and Attachment B.

IV. PROPOSED EFFECTIVE DATE

MISO requests that the proposed Tariff revisions be made effective on December 24, 2024, which is at least sixty (60) days, but less than 120 days, from the date of this filing.

V. NOTICE AND SERVICE

A. Notice

Please place the following persons on the official service list in this proceeding:

Amy S. Thurmond
Managing Senior Corporate Counsel
Midcontinent Independent
System Operator, Inc.
720 City Center Drive
Carmel, IN 46032
Telephone: 317.430.6710
athurmond@misoenergy.org

B. Service

MISO has served a copy of this filing electronically, including attachments, upon all Tariff Customers, 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 parties interested in this matter.

VI. CONCLUSION

MISO requests that the Commission accept the proposed Agreement for filing without modification, grant the proposed effective date of December 24, 2024, and grant waiver of any Commission regulations that the Commission deems applicable to this filing.

Honorable Debbie-Anne A. Reese
October 24, 2024
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Respectfully submitted,

/s/ Amy S. Thurmond

Amy S. Thurmond

Managing Senior Corporate Counsel

Midcontinent Independent System Operator, Inc.

*Attorney for the Midcontinent Independent System
Operator, Inc.*

/Attachments

Tab A
Clean Proposed Emergency Energy Agreement with
Attachment A and B

EMERGENCY ENERGY AGREEMENT

This Emergency Energy Agreement (“Agreement”) is entered into this 4th of October, 2024, by and between **Midcontinent Independent System Operator, Inc.** (“MISO”), incorporated under the laws of the State of Delaware, and **Tennessee Valley Authority** (“TVA”), a corporation created and existing under the Tennessee Valley Authority Act of 1933, 16 U.S.C §§ 831-831ee (“TVA Act”). MISO and TVA are individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS, MISO is a registered Balancing Authority (“BA”) with the North American Electric Reliability Corporation (“NERC”) operating under the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff (“MISO Tariff”);

WHEREAS, TVA is a registered BA with NERC operating in accordance with the TVA Act and the TVA Transmission Service Guidelines (“TVA Governing Documents”);

WHEREAS, MISO and TVA serve as BAs for adjacent Balancing Authority Areas that have direct transmission interconnections, are interconnected indirectly through transmission systems owned or operated by others, and may be connected by additional direct and/or indirect interconnections established in the future;

WHEREAS, MISO and TVA may from time to time require the supply of emergency energy assistance (“Emergency Energy”), consistent with applicable NERC reliability standards, to cover sudden and unforeseen circumstances resulting in an emergency as set forth below in Section 1.2;

WHEREAS, TVA’s ability to provide electric power outside its service territory is limited by section 15d(a) of the TVA Act to transactions with neighboring electric systems with whom TVA had exchange power arrangements as of July 1, 1957, and their successors. Two of these neighboring electric systems have integrated into MISO: (1) Ameren Corporation, encompassing Central Illinois Public Service Company, Union Electric Company, and Illinois Power Company (collectively “Ameren”); and (2) Entergy Mississippi, LLC, in coordination with Entergy Arkansas, LLC; Entergy Louisiana, LLC; Entergy New Orleans, LLC; and Entergy Texas, Inc. (collectively “Entergy”)

WHEREAS, both Ameren and Entergy have entered into an agency agreement with MISO (“Agency Agreement”) pursuant to which each has conferred upon MISO, subject to specified terms and conditions, the right to make purchases from TVA on its behalf, each Agency Agreement included as an attachment to this Agreement as Attachment A (Ameren) and Attachment B (Entergy), respectively;

WHEREAS, the purpose of this Agreement is to provide terms and conditions for the acquisition of Emergency Energy by TVA directly from MISO and by MISO, acting solely on behalf of Ameren and/or Entergy, sourcing surplus power from TVA (as TVA cannot sell or

deliver electric power directly or indirectly to MISO), during an emergency as set forth below in Section 1.2, for the sole purpose of supporting electric reliability;

WHEREAS, the power acquired by MISO, on behalf of Ameren and/or Entergy, under this Agreement must sink within the service areas of Ameren and/or Entergy; and

WHEREAS, for purposes of this Agreement, the Party delivering the Emergency Energy to the other Party will be referred to as the Delivering BA and the Party receiving the Emergency Energy from the other Party will be referred to as the Receiving BA.

NOW, THEREFORE, in consideration of the above, MISO and TVA agree as follows:

1. NATURE OF SERVICE

1.1 Conditions. MISO and TVA shall make available to the other Party Emergency Energy, up to the transfer limits in use between the two Balancing Authority Areas, to the extent that the Delivering BA verifies it can support the Emergency Energy requested consistent with:

- a. the safe and proper operation of its own Transmission System,
- b. the furnishing of dependable and satisfactory services to its own customers,
- c. its obligations to other parties, and
- d. the terms and conditions of its Tariff or Governing Documents.

When MISO is the Receiving BA, MISO will access Emergency Energy by acting solely on behalf of Ameren and/or Entergy sourcing surplus power from TVA to sink in the service areas of Ameren and/or Entergy, as TVA may sell and deliver electric power to Ameren and Entergy, but not MISO, by virtue of TVA's arrangements with Ameren and Entergy or their predecessors, pursuant to exchange power arrangements that existed as of July 1, 1957. Said Emergency Energy will be coordinated and directed by MISO on behalf of Ameren and/or Entergy for the sole purpose of maintaining electric reliability.

1.2 Energy Emergency Alert. The offer to provide Emergency Energy shall be available only when the Party requesting Emergency Energy has declared an Energy Emergency Alert, Level 2 (EEA2) or higher, as defined in the applicable NERC reliability standards, as amended from time to time.

1.3 Recallable. All Emergency Energy transactions shall be recallable, at ramp rates agreed upon by the Delivering BA and Receiving BA for the particular transaction, which shall not be less than ten (10) minutes.

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

2. CHARACTERISTICS AND MEASUREMENT

2.1 Energy and Power Characteristics. Unless otherwise mutually agreed by the Parties, all power and energy made available by the Delivering BA shall be three phase, 60 Hz alternating current at operating voltages established at the point where Emergency Energy is delivered (“Delivery Point”), as mutually determined by the Delivering BA and the Receiving BA, in accordance with system requirements and appropriate to the interconnection.

2.2 Electronic Tag (E-Tag). The Delivering BA or Receiving BA, as agreed upon by the Parties, shall create an Electronic Tag (E-Tag) with (1) the Delivering BA as source and the Receiving BA as sink, (2) an energy type of “Emergency”, and (3) a transmission priority of non-firm. Transmission assets will not be specifically defined in the E-Tag, but will be identified and compensated as set forth in this Agreement. When TVA is the Delivering BA and MISO is the Receiving BA the sink will be in the MISO Ameren LBA or the MISO Entergy Mississippi LBA, as determined by the Parties, in accordance with NERC procedures and the requirements of the TVA Act.

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

2.3 Metering. All Emergency Energy supplied at the Delivery Point shall be metered.

2.4 Scheduled Delivery. All Emergency Energy transactions shall be billed based on scheduled deliveries.

3. RATES AND CHARGES

The charge for Emergency Energy supplied by the Delivering BA to the Receiving BA, as set forth in this section, shall be calculated using a two-part formula. The first part of the formula calculates the energy portion of the charge, and the second part incorporates any transmission charges incurred by the Delivering BA to deliver the Emergency Energy to the Delivery Point.

3.1 Inclusion of Costs. In addition to the two-part formula for energy and transmission charges discussed in the preceding paragraph and in Section 3.4 below, the Delivering BA shall be allowed to include in the total price charged for Emergency Energy all costs incurred in the delivery of Emergency Energy to the Delivery Point, and the Receiving BA shall be responsible for all costs at and beyond the Delivery Point.

3.2 Transmission Charges. The Receiving BA shall pay any associated costs for transmission service incurred by the Delivering BA in the delivery of Emergency Energy to the Delivery Point (collectively the “Transmission Charges”).

3.3 Obligation to Pay. The Receiving BA is obligated to pay the energy portion of the Emergency Energy charge once the Delivering BA has initiated the redispatch of generation in the Delivering BA’s energy market or initiated a dispatch order, so that the energy will be made available to the Receiving BA at the Delivery Point at the time requested and for transmission. The Receiving BA is obligated to pay the Transmission Charges portion of the Emergency Energy charge once the Delivering BA has entered the necessary schedules into the Delivering BA’s system.

3.4 Energy and Transmission Rates and Charges

3.4.1 When MISO is the Delivering BA, the rate charged per MWhr for the energy portion shall be the ***greatest of*** (1) 150% of the hourly LMP at the point(s) of ***exit*** at the bus or buses at the border of the MISO market; (2) 110% of the verifiable cost of the resource(s) used to provide such service; or (3) \$100 per MWhr.

3.4.2 When TVA is the Delivering BA, the rate charged per MWhr for the energy portion shall be the ***greatest of*** (1) 150% of the hourly LMP at the point(s) of ***injection*** at the Ameren sink point or the Entergy sink point, as set forth in Section 2.2 of this Agreement; (2) 110% of the verifiable cost of the resource(s) used to provide such service; or (3) \$100 per MWhr.

3.4.3 “Verifiable Cost” shall mean the cost of fuel, operation and maintenance, energy provided for electric losses, purchased power, and other costs that would not have been otherwise incurred if Emergency Energy had not been supplied. The term “verifiable costs” do not include Transmission Charges.

3.4.4 The calculation of the Total Charge for Emergency Energy is expressed below:

Energy Portion for an hour =
Emergency Energy supplied in the hour in MWhr times
Delivering BA’s rate for the energy portion in \$/MWhr

Total Charge for Emergency Energy supplied in any hour =
Sum of the Energy Portion for an hour plus
Transmission Charges for that same hour

4. BILLING AND PAYMENT

Unless otherwise specifically agreed upon by the Parties in writing, billing and payment for Emergency Energy will be as follows:

4.1 Issuance of Invoice. The Delivering BA shall issue an invoice to the Receiving BA setting forth the Total Charge for Emergency Energy, calculated as set forth above in Section 3.4.4 above, along with any additional costs, as discussed in Section 3.1 above, in accordance with its customary billing practices, making best efforts to provide the invoice within 30 days after the end of the month during which the Emergency Energy was delivered.

4.2 Payment of Invoice. All invoices under this Agreement shall be due and payable in accordance with the Delivering BA's customary payment requirements by the due date on the invoice in immediately available funds payable by electronic funds transfer in the currency of the United States of America, pursuant to any instructions provided by the Delivering BA.

4.3 Delay of Invoice. If an invoice under this Agreement is unavoidably delayed, the Delivering BA may issue an interim invoice based on estimated charges, subject to adjustment. Any such adjustment shall be made as promptly as practical, but no later than six (6) months after issuance of the interim invoice.

4.4 Interest. Any amount not paid by MISO by the due date on the invoice shall be deemed delinquent and subject to interest calculated in accordance with the methodology specified for interest on refunds in the Commission's regulations at 18 C.F.R. §35.19a(a)(2)(iii). Any amount not paid by TVA by the due date on the invoice shall be deemed delinquent and subject to interest calculated in accordance with the methodology specified for interest under the Prompt Payment Act, 31 U.S. Code §3901-3906.

4.5 Billing Dispute. If the Receiving BA objects to all or a portion of an invoice, on or before the due date of the invoice the Receiving BA shall pay the full amount of the invoice and within thirty (30) days give notice to the Delivering BA setting forth in specific detail the basis for its objection and the amount in dispute. The authorized officers of the parties or their designees shall use their best efforts to develop an expedited solution to the billing dispute. Otherwise, any dispute shall be resolved in accordance with the Dispute Resolution provisions found in Section 8 of this Agreement.

4.6 Failure to Pay. If the Receiving BA fails to pay any amount due for a period exceeding 30 days following the due date on the invoice, the Delivering BA may pursue all available remedies for the purpose of collecting said amounts, including filing a complaint. In addition, Delivering BA may also terminate this Agreement in its entirety as set forth in Section 7.2.2 or may elect to deny a request for the further purchase(s) of Emergency Energy until the invoice has been paid in full.

4.7 No Payment Obligations for Agents. Although MISO, when it is the Receiving BA, is sourcing Emergency Energy on behalf of Ameren and/or Entergy, in no event shall Ameren or Entergy be liable for the obligations of MISO under this Agreement. Rather, any obligations of Ameren or Entergy associated with Emergency Energy that MISO (as Receiving BA) may source from TVA (as Delivering BA) hereunder shall be those set forth under the MISO Tariff or rate schedules, including, but not limited to,

Tariff Section 40.2.22 – Emergency Energy Purchases. For the avoidance of doubt, in no event shall TVA have recourse against Ameren or Entergy in the event of non-performance or breach of MISO’s obligations hereunder, or otherwise for any alleged non-performance of obligations under this Agreement.

5. LIABILITY

5.1 No Liability. In no event shall either Party (including its officers, directors, employees, and agents) be liable to the other Party, or the other Party’s transmission owning members, or any other person or entity, for losses or damages (whether direct, indirect, incidental, or consequential) arising out of or related to any performance, nonperformance or delay in performance of an obligation or action under this Agreement, whether based on contract, tort, strict liability, warranty, or otherwise, including without limitation, any action or failure to act by either Party related to any request, recommendation, or requirement of either, or another, Reliability Coordinator. For the avoidance of doubt, this provision applies also to Ameren or Entergy, who shall be subject to the same limitations of liability specified herein as if they were Parties.

5.2 Indemnification. Neither Party shall indemnify, defend, or save harmless the other Party from any damages, losses, claims or obligations by or to third parties arising out of or resulting from a Party’s performance of its various obligations under this Agreement, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs or expenses, court costs, attorneys’ fees, or otherwise. For the avoidance of doubt, this provision applies also to Ameren and Entergy, who shall be subject to the same limitations on indemnification specified herein as if they were Parties, provided that nothing in this Agreement affects MISO indemnity obligations to Ameren and/or Entergy pursuant to an Agency Agreement.

6. RECORDS

Each Party shall maintain complete and accurate records of its operations and all necessary data with respect to the Emergency Energy transactions pursuant to this Agreement. Upon request, during business hours, a Party shall have the right to examine all such records and data that are not confidential as may be reasonably necessary for the purpose of ascertaining the reasonableness and accuracy of any actions or statements of costs relating to transactions under this Agreement.

7. EFFECTIVE DATE AND TERMINATION

7.1 Effective Date. This Agreement shall become effective on the first day of the month following the month in which both Parties have executed the Agreement. The effective date of the rates, terms and conditions for the sale of Emergency Energy shall be the date established by Federal Energy Regulatory Commission (“FERC”).

7.2 Termination

7.2.1 Unilateral Termination. The right to terminate shall be within the sole discretion of either Party, except with respect to the Termination Events as set forth in Section 7.2.2 and with respect to an Immediate Termination as set forth in Section 7.2.3.

7.2.1.1 The Party electing to terminate will provide notice (“Notice of Termination”), per Section 9 of this Agreement, to the other Party at least sixty (60) calendar days prior to the termination date and time, as specified in the Notice of Termination, to allow the other Party sufficient time to make necessary adjustments to ensure reliability. The non-terminating Party may request an extended termination date based on an analysis that additional time is required to make the necessary arrangements to maintain reliability. Agreement to a requested extension shall not be unreasonably withheld by the terminating Party.

7.2.1.2 No Notice of Termination will be provided or accepted by a Party during a period where an Energy Emergency Alert has been declared by one or both Parties.

7.2.1.3 If Notice of Termination has been previously provided, the Agreement will not terminate on the termination date stated in the Notice of Termination if the termination date occurs during a period where an Energy Emergency Alert has been declared by one or both of the Parties and the Agreement will not terminate until 24:00 EST on the operating day immediately following the operating day that an Energy Emergency Alert is no longer in effect for either Party.

7.2.1.4 If the failure to have in effect an agreement between the Parties would reasonably be expected to constitute a violation of any applicable NERC reliability standard or other requirement, the Parties agree to negotiate in good faith a successor agreement that will satisfy the reliability standard or other requirement in question. The current Agreement will not terminate until the successor agreement has been executed, filed, and accepted by FERC.

7.2.2 Termination Events. The Agreement shall terminate upon any of (i) FERC acceptance of a mutual agreement submitted by the Parties to FERC to terminate the Agreement; (ii) FERC acceptance of a notice of continuing default of the other Party submitted by a Party to FERC after notice and opportunity to cure to the other Party; (iii) a FERC order terminating the Agreement; or (iv) repeal of Section 15(d)(a) of the TVA Act. In the case of a Termination under (iv), the Parties agree to expeditiously negotiate in good faith a successor agreement, if at all practicable.

7.2.3 Immediate Termination. The Agreement shall immediately terminate and cease to be effective upon misdirection or transfer of energy pursuant to this Agreement in violation of the TVA Act.

7.2.4 Continuing Provision. The Billing and Payment provisions of Section 4 of this Agreement shall continue in effect after Termination to the extent necessary to provide for final billing, billing adjustments, payments, and disposition of any outstanding disputes. A Termination is any termination under Section 7.2, including a Unilateral Termination under Section 7.2.1; a Termination Event under Section 7.2.2 (i), (ii), (iii), or (iv); or an Immediate Termination under Section 7.2.3.

8. DISPUTE RESOLUTION

In the event of a dispute arising out of or relating to this Agreement (“Dispute”), the disputing Party shall provide written notice to the other Party. Within fourteen (14) days of that written notice of Dispute each Party shall designate a senior officer with authority and responsibility to resolve the Dispute and refer the Dispute to them. The senior officer designated by each Party shall have authority to make decisions on its behalf with respect to that Party’s right and obligations under this Agreement. The senior officers, once designated, shall promptly begin discussions in a good faith effort to agree upon a resolution of the Dispute. If the senior officers do not agree upon a resolution of the Dispute within thirty (30) days of the initial written notice of dispute, or do not within the same period agree to refer the matter to some individual or organization for alternate dispute resolution, then either Party shall have the right to pursue any and all remedies available to it at law or in equity, including initiating a formal proceeding before FERC.

9. NOTICES

Notices required under this Agreement shall be in writing, and shall be sent by certified mail/return receipt requested, overnight courier, or other reliable and verifiable means, such as email. Any notice required under this Agreement will be deemed to have been given either: (i) upon delivery, if sent by certified mail/return receipt requested or overnight courier; or (ii) upon confirmation, if given by other reliable means, such as email. Any Notices sent by the Parties shall include a copy to Ameren and Entergy. Notices shall be provided in accordance with the following or in accordance with updates that MISO, TVA, Ameren, or Entergy may subsequently provide to all the others in writing:

Tennessee Valley Authority

1101 Market Street
Chattanooga, TN 37402

Email: interconnection@tva.gov

Attention: Stakeholder Services & Contracts

Midcontinent Independent System Operator, Inc.

720 City Center Drive
Carmel, IN 46032

Email: misolegal@misoenergy.org
Attention: General Counsel

Ameren

1901 Chouteau Avenue
St. Louis, MO 63103

Email: ameyer@ameren.com
Attention: Andrew M. Meyer, Sr. Director Energy Management & Trading

Entergy

308 E. Pearl Street
Jackson, MS 39201

Email: ahill1@entergy.com
Attention: Aaron Hill, Dir, Resource Plng & Mkt Ops • MS Res Planning & Market Ops

Email: lskew@entergy.com
Attention: Landon Eskew, Mgr, Operations Planning • MS Res Planning & Market Ops

10. MISCELANEOUS

10.1 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party (other than the Parties' successors and permitted assigns).

10.2 Governing Law. This Agreement, and the rights and obligations of the Parties arising out of this Agreement, shall be governed by and shall be construed, enforced, and performed in accordance with the Federal laws of the United States of America. To the extent that there is no applicable Federal law, this Agreement, and the rights and obligations of the Parties arising out of this Agreement, shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws.

10.3 Confidentiality. The Parties agree that their confidentiality obligations under this Agreement shall be consistent with and subject to the requirements of any NERC, North American Energy Standards Board (NAESB), or FERC standards or requirements, and any confidentiality provisions in MISO's Tariff or rate schedules or TVA's Governing Documents.

10.4 Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.


10.5 Amendment. Except as may otherwise be provided herein, neither this Agreement nor any of the terms hereof may be amended unless such amendment is in writing and signed by the Parties and such amendment has been accepted by FERC.

10.6 Headings. The descriptive headings contained in this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict any of the terms or provisions of the Agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this Agreement as of the date set forth in the introductory paragraph hereof.

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.


By:  AAR 10/4/2024

Printed Name: Aubrey Johnson

Title: VP, System Planning & Competitive Development

Date: 10/04/2024

TENNESSEE VALLEY AUTHORITY

By: 

Printed Name: Greg Henrich

Title: VP, Transmission Operations & Power Supply

Date: 10/02/2024

ACKNOWLEDGEMENT BY AMEREN AND ENTERGY

The undersigned, Ameren and Entergy, acknowledge the terms of this Emergency Energy Agreement and affirm that MISO has the express authority to act on behalf of Ameren and/or Entergy, as required, in the execution and performance of this Agreement, pursuant to the terms as set forth herein and those of the Agency Agreement.

AMEREN CORPORATION

By: 

Printed Name: Andrew Meyer

Title: Sr. Director Energy Management & Trading

Date: 10/04/2024

ENTERGY MISSISSIPPI, LLC

By: 

Printed Name:

Haley R. Fiskeckaly

Title:

President & CEO

Date:

10/3/24

ATTACHMENT A

**AGENCY AGREEMENT BETWEEN
AMEREN CORPORATION AND
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.**

This Agency Agreement (“Agreement”) is entered into this 4th of October, 2024 by and between Ameren Corporation (“Ameren”) and Midcontinent Independent System Operator, Inc. (“MISO”). Ameren and MISO are individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, MISO is a registered Balancing Authority (“BA”) with the North American Electric Reliability Corporation (“NERC”) operating under the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff (“MISO Tariff”);

WHEREAS, MISO and Tennessee Valley Authority (“TVA”) serve as BAs for adjacent Balancing Authority Areas that have direct transmission interconnections, are interconnected indirectly through transmission systems owned or operated by others, and may be connected by additional direct and/or indirect interconnections established in the future;

WHEREAS, MISO and TVA may from time to time require the supply of emergency energy assistance, consistent with applicable NERC reliability standards, to cover sudden and unforeseen circumstances resulting in an emergency;

WHEREAS, TVA’s ability to provide electric power outside its service territory is limited by section 15d(a) of the TVA Act to transactions with neighboring electric systems with whom TVA had exchange power arrangements as of July 1, 1957, and their successors;

WHEREAS, Ameren is such a neighboring electric system;

WHEREAS, MISO intends to enter into an Emergency Energy Agreement with TVA (the “Emergency Agreement”) pursuant to which, among other things, MISO, acting on behalf of Ameren, will source surplus power from TVA during such times when resources are insufficient and commercial remedies are not available, for the sole purpose of supporting electric reliability (“Emergency Energy”);

WHEREAS, for MISO and TVA to enter into such arrangements, Ameren must confer upon MISO the right to make purchases from TVA on Ameren’s behalf;

NOW, THEREFORE, in consideration of the above, Ameren and MISO agree as follows:

1. Ameren hereby grants MISO authority to purchase Emergency Energy on behalf of Ameren in accordance with the Emergency Agreement.
2. MISO will be responsible for the exercise of all rights and performance of all obligations, including all payment obligations to TVA, related to any purchases made or that can be made by MISO on behalf of Ameren pursuant to the Emergency Agreement.

3. In no event shall Ameren (including its officers, directors, employees, and agents) be liable to MISO, MISO's transmission owning members, or any other person or entity, for losses or damages (whether direct, indirect, incidental, or consequential) arising out of or related to any performance, nonperformance or delay in performance of an obligation or action under this Agreement, whether based on contract, tort, strict liability, warranty, or otherwise.
4. MISO shall indemnify, defend, and save harmless Ameren from any damages, losses, claims, or obligations by or to third parties arising out of or related to any performance, nonperformance or delay in performance of an obligation or action under this Agreement or the Emergency Agreement, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs or expenses, court costs, attorneys' fees, or otherwise. Nothing in this Agreement or the Emergency Agreement shall relieve Ameren from any obligations or requirements of the MISO Tariff or rate schedules including, but not limited to, Tariff Section 40.2.22 – Emergency Energy Purchases.
5. Any obligations of Ameren associated with Emergency Energy that MISO may source from TVA under the Emergency Agreement shall be those set forth under the MISO Tariff or rate schedules, including, but not limited to, Tariff Section 40.2.22 – Emergency Energy Purchases. For the avoidance of doubt, Ameren shall not be obligated for any costs associated with Emergency Energy or the Emergency Agreement except as specifically provided under the MISO Tariff or rate schedules.
6. This Agreement shall become effective on the first day following the day in which both Parties have executed the Agreement.
7. Either Party shall have the right at its sole discretion, at any time, and for any reason to terminate this Agreement upon providing at least sixty (60) calendar days written notice ("Notice of Termination"), per Section 8 of this Agreement, to the other Party specifying the date of termination ("Termination Date"). This Agreement also shall terminate and cease to be effective immediately upon the date the Emergency Agreement terminates.
 - 7.1 Upon the Termination Date, as specified in the Notice of Termination pursuant to Section 7, MISO shall no longer make purchases on behalf of Ameren pursuant to the Emergency Agreement.
 - 7.2 Also upon the Termination Date, as specified in the Notice of Termination pursuant to Section 7, MISO shall take reasonable efforts to amend the Emergency Agreement to remove Ameren from that agreement. MISO shall also use reasonable efforts to obtain any necessary approvals for such amendments to the Emergency Agreement.
8. Notices required under this Agreement shall be in writing, and shall be sent by certified mail/return receipt requested, overnight courier, or other reliable and verifiable means,

such as email. Any notice required under this Agreement will be deemed to have been given either: (i) upon delivery, if sent by certified mail/return receipt requested or overnight courier; or (ii) upon confirmation, if given by other reliable means, such as email. Notices shall be to the respective addresses:

Ameren

1901 Chouteau Avenue
St. Louis, MO 63103

Email: ameyer@ameren.com

Attention: Andrew M. Meyer, Sr. Director Energy Management & Trading

Midcontinent Independent System Operator, Inc.

720 City Center Drive
Carmel, IN 46032

Email: misolegal@misoenergy.org

Attention: General Counsel

9. This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party (other than the Parties' successors and permitted assigns).
10. This Agreement, and the rights and obligations of the Parties arising out of this Agreement, shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. Any action arising hereunder that involves questions of state law shall be instituted and litigated exclusively in the courts of the State of Delaware.
11. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
12. Except as may otherwise be provided herein, neither this Agreement nor any of the terms hereof may be amended unless such amendment is in writing and signed by the Parties.

[Signatures appear on following page]

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this Agreement as of the date set forth in the introductory paragraph hereof.

AMEREN CORPORATION

By: 

Printed Name: Andrew Meyer

Title: Sr. Director Energy Management & Trading

Date: 10/04/2024

**MIDCONTINENT INDEPENDENT SYSTEM
OPERATOR, INC.**

By:  AAR 10/4/2024

Printed Name: Aubrey Johnson

Title: VP, System Planning & Competitive Development

Date: 10/04/2024

ATTACHMENT B

**AGENCY AGREEMENT BETWEEN
ENTERGY MISSISSIPPI, LLC AND
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.**

This Agency Agreement (“Agreement”) is entered into this 4th of October, 2024 by and between Entergy Mississippi, LLC (“EML”) and Midcontinent Independent System Operator, Inc. (“MISO”). EML and MISO are individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, MISO is a registered Balancing Authority (“BA”) with the North American Electric Reliability Corporation (“NERC”) operating under the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff (“MISO Tariff”);

WHEREAS, MISO and Tennessee Valley Authority (“TVA”) serve as BAs for adjacent Balancing Authority Areas that have direct transmission interconnections, are interconnected indirectly through transmission systems owned or operated by others, and may be connected by additional direct and/or indirect interconnections established in the future;

WHEREAS, MISO and TVA may from time to time require the supply of emergency energy assistance, consistent with applicable NERC reliability standards, to cover sudden and unforeseen circumstances resulting in an emergency;

WHEREAS, TVA’s ability to provide electric power outside its service territory is limited by section 15d(a) of the TVA Act to transactions with neighboring electric systems with whom TVA had exchange power arrangements as of July 1, 1957, and their successors;

WHEREAS, Entergy Mississippi, LLC, in coordination with Entergy Arkansas, LLC; Entergy Louisiana, LLC.; Entergy New Orleans, LLC, and Entergy Texas, Inc., is such a neighboring electric system;

WHEREAS, MISO intends to enter into an Emergency Energy Agreement with TVA (the “Emergency Agreement”) pursuant to which, among other things, MISO, acting on behalf of EML, will source surplus power from TVA during such times when resources are insufficient and commercial remedies are not available, for the sole purpose of supporting electric reliability (“Emergency Energy”);

WHEREAS, for MISO and TVA to enter into such arrangements, EML must confer upon MISO the right to make purchases from TVA on EML’s behalf;

NOW, THEREFORE, in consideration of the above, EML and MISO agree as follows:

1. EML hereby grants MISO authority to purchase Emergency Energy on behalf of EML in accordance with the Emergency Agreement.
2. MISO will be responsible for the exercise of all rights and performance of all obligations, including all payment obligations to TVA, related to any purchases made or that can be made by MISO on behalf of EML pursuant to the Emergency Agreement.

3. In no event shall EML (including its officers, directors, employees, and agents) be liable to MISO, MISO's transmission owning members, or any other person or entity, for losses or damages (whether direct, indirect, incidental, or consequential) arising out of or related to any performance, nonperformance or delay in performance of an obligation or action under this Agreement, whether based on contract, tort, strict liability, warranty, or otherwise.
4. MISO shall indemnify, defend, and save harmless EML from any damages, losses, claims, or obligations by or to third parties arising out of or related to any performance, nonperformance or delay in performance of an obligation or action under this Agreement or the Emergency Agreement, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs or expenses, court costs, attorneys' fees, or otherwise. Nothing in this Agreement or the Emergency Agreement shall relieve EML from any obligations or requirements of the MISO Tariff or rate schedules including, but not limited to, Tariff Section 40.2.22 – Emergency Energy Purchases.
5. Any obligations of EML associated with Emergency Energy that MISO may source from TVA under the Emergency Agreement shall be those set forth under the MISO Tariff or rate schedules, including, but not limited to, Tariff Section 40.2.22 – Emergency Energy Purchases. For the avoidance of doubt, EML shall not be obligated for any costs associated with Emergency Energy or the Emergency Agreement except as specifically provided under the MISO Tariff and rate schedules.
6. This Agreement shall become effective on the first day following the day in which both Parties have executed the Agreement.
7. Either Party shall have the right at its sole discretion, at any time, and for any reason to terminate this Agreement upon providing at least sixty (60) calendar days written notice ("Notice of Termination"), per Section 8 of this Agreement, to the other Party specifying the date of termination ("Termination Date"). This Agreement also shall terminate and cease to be effective immediately upon the date the Emergency Agreement terminates.
 - 7.1 Upon the Termination Date, as specified in the Notice of Termination pursuant to Section 7, MISO shall no longer make purchases on behalf of EML pursuant to the Emergency Agreement.
 - 7.2 Also upon the Termination Date, as specified in the Notice of Termination pursuant to Section 7, MISO shall take reasonable efforts to amend the Emergency Agreement to remove EML from that agreement. MISO shall also use reasonable efforts to obtain any necessary approvals for such amendments to the Emergency Agreement.
8. Notices required under this Agreement shall be in writing, and shall be sent by certified mail/return receipt requested, overnight courier, or other reliable and verifiable means,

such as email. Any notice required under this Agreement will be deemed to have been given either: (i) upon delivery, if sent by certified mail/return receipt requested or overnight courier; or (ii) upon confirmation, if given by other reliable means, such as email. Notices shall be to the respective addresses:

Entergy

308 E. Pearl Street
Jackson, MS 39201

Email: ahill1@entergy.com

Attention: Aaron Hill, Dir, Resource Plng & Mkt Ops • MS Res Planning & Market Ops

Email: lskew@entergy.com

Attention: Landon Eskew, Mgr, Operations Planning • MS Res Planning & Market Ops

Midcontinent Independent System Operator, Inc.

720 City Center Drive
Carmel, IN 46032

Email: misolegal@misoenergy.org

Attention: General Counsel

9. This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party (other than the Parties' successors and permitted assigns).
10. This Agreement, and the rights and obligations of the Parties arising out of this Agreement, shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. Any action arising hereunder that involves questions of state law shall be instituted and litigated exclusively in the courts of the State of Delaware.
11. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
12. Except as may otherwise be provided herein, neither this Agreement nor any of the terms hereof may be amended unless such amendment is in writing and signed by the Parties.

[Signatures appear on following page]

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this Agreement as of the date set forth in the introductory paragraph hereof.

ENTERGY MISSISSIPPI, LLC

By: 

Printed Name: Haley R. Disackorly

Title: President + CEO

Date: 10/3/24

MIDCONTINENT INDEPENDENT SYSTEM
OPERATOR, INC.

By: 

AAR 10/4/2024

Printed Name: Aubrey Johnson

Title: VP, System Planning & Competitive Development

Date: 10/04/2024

Tab B
Redline Proposed Emergency Energy Agreement with
Attachment A and B

EMERGENCY ENERGY AGREEMENT

This Emergency Energy Agreement (“Agreement”) is entered into this 4th of October, 2024, by and between **Midcontinent Independent System Operator, Inc.** (“MISO”), incorporated under the laws of the State of Delaware, and **Tennessee Valley Authority** (“TVA”), a corporation created and existing under the Tennessee Valley Authority Act of 1933, 16 U.S.C §§ 831-831ee (“TVA Act”). MISO and TVA are individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS, MISO is a registered Balancing Authority (“BA”) with the North American Electric Reliability Corporation (“NERC”) operating under the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff (“MISO Tariff”);

WHEREAS, TVA is a registered BA with NERC operating in accordance with the TVA Act and the TVA Transmission Service Guidelines (“TVA Governing Documents”);

WHEREAS, MISO and TVA serve as BAs for adjacent Balancing Authority Areas that have direct transmission interconnections, are interconnected indirectly through transmission systems owned or operated by others, and may be connected by additional direct and/or indirect interconnections established in the future;

WHEREAS, MISO and TVA may from time to time require the supply of emergency energy assistance (“Emergency Energy”), consistent with applicable NERC reliability standards, to cover sudden and unforeseen circumstances resulting in an emergency as set forth below in Section 1.2;

WHEREAS, TVA’s ability to provide electric power outside its service territory is limited by section 15d(a) of the TVA Act to transactions with neighboring electric systems with whom TVA had exchange power arrangements as of July 1, 1957, and their successors. Two of these neighboring electric systems have integrated into MISO: (1) Ameren Corporation, encompassing Central Illinois Public Service Company, Union Electric Company, and Illinois Power Company (collectively “Ameren”); and (2) Entergy Mississippi, LLC, in coordination with Entergy Arkansas, LLC; Entergy Louisiana, LLC; Entergy New Orleans, LLC; and Entergy Texas, Inc. (collectively “Entergy”)

WHEREAS, both Ameren and Entergy have entered into an agency agreement with MISO (“Agency Agreement”) pursuant to which each has conferred upon MISO, subject to specified terms and conditions, the right to make purchases from TVA on its behalf, each Agency Agreement included as an attachment to this Agreement as Attachment A (Ameren) and Attachment B (Entergy), respectively;

WHEREAS, the purpose of this Agreement is to provide terms and conditions for the acquisition of Emergency Energy by TVA directly from MISO and by MISO, acting solely on behalf of Ameren and/or Entergy, sourcing surplus power from TVA (as TVA cannot sell or

deliver electric power directly or indirectly to MISO), during an emergency as set forth below in Section 1.2, for the sole purpose of supporting electric reliability;

WHEREAS, the power acquired by MISO, on behalf of Ameren and/or Entergy, under this Agreement must sink within the service areas of Ameren and/or Entergy; and

WHEREAS, for purposes of this Agreement, the Party delivering the Emergency Energy to the other Party will be referred to as the Delivering BA and the Party receiving the Emergency Energy from the other Party will be referred to as the Receiving BA.

NOW, THEREFORE, in consideration of the above, MISO and TVA agree as follows:

1. NATURE OF SERVICE

1.1 Conditions. MISO and TVA shall make available to the other Party Emergency Energy, up to the transfer limits in use between the two Balancing Authority Areas, to the extent that the Delivering BA verifies it can support the Emergency Energy requested consistent with:

- a. the safe and proper operation of its own Transmission System,
- b. the furnishing of dependable and satisfactory services to its own customers,
- c. its obligations to other parties, and
- d. the terms and conditions of its Tariff or Governing Documents.

When MISO is the Receiving BA, MISO will access Emergency Energy by acting solely on behalf of Ameren and/or Entergy sourcing surplus power from TVA to sink in the service areas of Ameren and/or Entergy, as TVA may sell and deliver electric power to Ameren and Entergy, but not MISO, by virtue of TVA's arrangements with Ameren and Entergy or their predecessors, pursuant to exchange power arrangements that existed as of July 1, 1957. Said Emergency Energy will be coordinated and directed by MISO on behalf of Ameren and/or Entergy for the sole purpose of maintaining electric reliability.

1.2 Energy Emergency Alert. The offer to provide Emergency Energy shall be available only when the Party requesting Emergency Energy has declared an Energy Emergency Alert, Level 2 (EEA2) or higher, as defined in the applicable NERC reliability standards, as amended from time to time.

1.3 Recallable. All Emergency Energy transactions shall be recallable, at ramp rates agreed upon by the Delivering BA and Receiving BA for the particular transaction, which shall not be less than ten (10) minutes.

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

2. CHARACTERISTICS AND MEASUREMENT

2.1 Energy and Power Characteristics. Unless otherwise mutually agreed by the Parties, all power and energy made available by the Delivering BA shall be three phase, 60 Hz alternating current at operating voltages established at the point where Emergency Energy is delivered (“Delivery Point”), as mutually determined by the Delivering BA and the Receiving BA, in accordance with system requirements and appropriate to the interconnection.

2.2 Electronic Tag (E-Tag). The Delivering BA or Receiving BA, as agreed upon by the Parties, shall create an Electronic Tag (E-Tag) with (1) the Delivering BA as source and the Receiving BA as sink, (2) an energy type of “Emergency”, and (3) a transmission priority of non-firm. Transmission assets will not be specifically defined in the E-Tag, but will be identified and compensated as set forth in this Agreement. When TVA is the Delivering BA and MISO is the Receiving BA the sink will be in the MISO Ameren LBA or the MISO Entergy Mississippi LBA, as determined by the Parties, in accordance with NERC procedures and the requirements of the TVA Act.

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

2.3 Metering. All Emergency Energy supplied at the Delivery Point shall be metered.

2.4 Scheduled Delivery. All Emergency Energy transactions shall be billed based on scheduled deliveries.

3. RATES AND CHARGES

The charge for Emergency Energy supplied by the Delivering BA to the Receiving BA, as set forth in this section, shall be calculated using a two-part formula. The first part of the formula calculates the energy portion of the charge, and the second part incorporates any transmission charges incurred by the Delivering BA to deliver the Emergency Energy to the Delivery Point.

3.1 Inclusion of Costs. In addition to the two-part formula for energy and transmission charges discussed in the preceding paragraph and in Section 3.4 below, the Delivering BA shall be allowed to include in the total price charged for Emergency Energy all costs incurred in the delivery of Emergency Energy to the Delivery Point, and the Receiving BA shall be responsible for all costs at and beyond the Delivery Point.

3.2 Transmission Charges. The Receiving BA shall pay any associated costs for transmission service incurred by the Delivering BA in the delivery of Emergency Energy to the Delivery Point (collectively the “Transmission Charges”).

3.3 Obligation to Pay. The Receiving BA is obligated to pay the energy portion of the Emergency Energy charge once the Delivering BA has initiated the redispatch of generation in the Delivering BA’s energy market or initiated a dispatch order, so that the energy will be made available to the Receiving BA at the Delivery Point at the time requested and for transmission. The Receiving BA is obligated to pay the Transmission Charges portion of the Emergency Energy charge once the Delivering BA has entered the necessary schedules into the Delivering BA’s system.

3.4 Energy and Transmission Rates and Charges

3.4.1 When MISO is the Delivering BA, the rate charged per MWhr for the energy portion shall be the ***greatest of*** (1) 150% of the hourly LMP at the point(s) of ***exit*** at the bus or buses at the border of the MISO market; (2) 110% of the verifiable cost of the resource(s) used to provide such service; or (3) \$100 per MWhr.

3.4.2 When TVA is the Delivering BA, the rate charged per MWhr for the energy portion shall be the ***greatest of*** (1) 150% of the hourly LMP at the point(s) of ***injection*** at the Ameren sink point or the Entergy sink point, as set forth in Section 2.2 of this Agreement; (2) 110% of the verifiable cost of the resource(s) used to provide such service; or (3) \$100 per MWhr.

3.4.3 “Verifiable Cost” shall mean the cost of fuel, operation and maintenance, energy provided for electric losses, purchased power, and other costs that would not have been otherwise incurred if Emergency Energy had not been supplied. The term “verifiable costs” do not include Transmission Charges.

3.4.4 The calculation of the Total Charge for Emergency Energy is expressed below:

Energy Portion for an hour =
Emergency Energy supplied in the hour in MWhr times
Delivering BA’s rate for the energy portion in \$/MWhr

Total Charge for Emergency Energy supplied in any hour =
Sum of the Energy Portion for an hour plus
Transmission Charges for that same hour

4. BILLING AND PAYMENT

Unless otherwise specifically agreed upon by the Parties in writing, billing and payment for Emergency Energy will be as follows:

4.1 Issuance of Invoice. The Delivering BA shall issue an invoice to the Receiving BA setting forth the Total Charge for Emergency Energy, calculated as set forth above in Section 3.4.4 above, along with any additional costs, as discussed in Section 3.1 above, in accordance with its customary billing practices, making best efforts to provide the invoice within 30 days after the end of the month during which the Emergency Energy was delivered.

4.2 Payment of Invoice. All invoices under this Agreement shall be due and payable in accordance with the Delivering BA's customary payment requirements by the due date on the invoice in immediately available funds payable by electronic funds transfer in the currency of the United States of America, pursuant to any instructions provided by the Delivering BA.

4.3 Delay of Invoice. If an invoice under this Agreement is unavoidably delayed, the Delivering BA may issue an interim invoice based on estimated charges, subject to adjustment. Any such adjustment shall be made as promptly as practical, but no later than six (6) months after issuance of the interim invoice.

4.4 Interest. Any amount not paid by MISO by the due date on the invoice shall be deemed delinquent and subject to interest calculated in accordance with the methodology specified for interest on refunds in the Commission's regulations at 18 C.F.R. §35.19a(a)(2)(iii). Any amount not paid by TVA by the due date on the invoice shall be deemed delinquent and subject to interest calculated in accordance with the methodology specified for interest under the Prompt Payment Act, 31 U.S. Code §3901-3906.

4.5 Billing Dispute. If the Receiving BA objects to all or a portion of an invoice, on or before the due date of the invoice the Receiving BA shall pay the full amount of the invoice and within thirty (30) days give notice to the Delivering BA setting forth in specific detail the basis for its objection and the amount in dispute. The authorized officers of the parties or their designees shall use their best efforts to develop an expedited solution to the billing dispute. Otherwise, any dispute shall be resolved in accordance with the Dispute Resolution provisions found in Section 8 of this Agreement.

4.6 Failure to Pay. If the Receiving BA fails to pay any amount due for a period exceeding 30 days following the due date on the invoice, the Delivering BA may pursue all available remedies for the purpose of collecting said amounts, including filing a complaint. In addition, Delivering BA may also terminate this Agreement in its entirety as set forth in Section 7.2.2 or may elect to deny a request for the further purchase(s) of Emergency Energy until the invoice has been paid in full.

4.7 No Payment Obligations for Agents. Although MISO, when it is the Receiving BA, is sourcing Emergency Energy on behalf of Ameren and/or Entergy, in no event shall Ameren or Entergy be liable for the obligations of MISO under this Agreement. Rather, any obligations of Ameren or Entergy associated with Emergency Energy that MISO (as Receiving BA) may source from TVA (as Delivering BA) hereunder shall be those set forth under the MISO Tariff or rate schedules, including, but not limited to,

Tariff Section 40.2.22 – Emergency Energy Purchases. For the avoidance of doubt, in no event shall TVA have recourse against Ameren or Entergy in the event of non-performance or breach of MISO’s obligations hereunder, or otherwise for any alleged non-performance of obligations under this Agreement.

5. LIABILITY

5.1 No Liability. In no event shall either Party (including its officers, directors, employees, and agents) be liable to the other Party, or the other Party’s transmission owning members, or any other person or entity, for losses or damages (whether direct, indirect, incidental, or consequential) arising out of or related to any performance, nonperformance or delay in performance of an obligation or action under this Agreement, whether based on contract, tort, strict liability, warranty, or otherwise, including without limitation, any action or failure to act by either Party related to any request, recommendation, or requirement of either, or another, Reliability Coordinator. For the avoidance of doubt, this provision applies also to Ameren or Entergy, who shall be subject to the same limitations of liability specified herein as if they were Parties.

5.2 Indemnification. Neither Party shall indemnify, defend, or save harmless the other Party from any damages, losses, claims or obligations by or to third parties arising out of or resulting from a Party’s performance of its various obligations under this Agreement, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs or expenses, court costs, attorneys’ fees, or otherwise. For the avoidance of doubt, this provision applies also to Ameren and Entergy, who shall be subject to the same limitations on indemnification specified herein as if they were Parties, provided that nothing in this Agreement affects MISO indemnity obligations to Ameren and/or Entergy pursuant to an Agency Agreement.

6. RECORDS

Each Party shall maintain complete and accurate records of its operations and all necessary data with respect to the Emergency Energy transactions pursuant to this Agreement. Upon request, during business hours, a Party shall have the right to examine all such records and data that are not confidential as may be reasonably necessary for the purpose of ascertaining the reasonableness and accuracy of any actions or statements of costs relating to transactions under this Agreement.

7. EFFECTIVE DATE AND TERMINATION

7.1 Effective Date. This Agreement shall become effective on the first day of the month following the month in which both Parties have executed the Agreement. The effective date of the rates, terms and conditions for the sale of Emergency Energy shall be the date established by Federal Energy Regulatory Commission (“FERC”).

7.2 Termination

7.2.1 Unilateral Termination. The right to terminate shall be within the sole discretion of either Party, except with respect to the Termination Events as set forth in Section 7.2.2 and with respect to an Immediate Termination as set forth in Section 7.2.3.

7.2.1.1 The Party electing to terminate will provide notice (“Notice of Termination”), per Section 9 of this Agreement, to the other Party at least sixty (60) calendar days prior to the termination date and time, as specified in the Notice of Termination, to allow the other Party sufficient time to make necessary adjustments to ensure reliability. The non-terminating Party may request an extended termination date based on an analysis that additional time is required to make the necessary arrangements to maintain reliability. Agreement to a requested extension shall not be unreasonably withheld by the terminating Party.

7.2.1.2 No Notice of Termination will be provided or accepted by a Party during a period where an Energy Emergency Alert has been declared by one or both Parties.

7.2.1.3 If Notice of Termination has been previously provided, the Agreement will not terminate on the termination date stated in the Notice of Termination if the termination date occurs during a period where an Energy Emergency Alert has been declared by one or both of the Parties and the Agreement will not terminate until 24:00 EST on the operating day immediately following the operating day that an Energy Emergency Alert is no longer in effect for either Party.

7.2.1.4 If the failure to have in effect an agreement between the Parties would reasonably be expected to constitute a violation of any applicable NERC reliability standard or other requirement, the Parties agree to negotiate in good faith a successor agreement that will satisfy the reliability standard or other requirement in question. The current Agreement will not terminate until the successor agreement has been executed, filed, and accepted by FERC.

7.2.2 Termination Events. The Agreement shall terminate upon any of (i) FERC acceptance of a mutual agreement submitted by the Parties to FERC to terminate the Agreement; (ii) FERC acceptance of a notice of continuing default of the other Party submitted by a Party to FERC after notice and opportunity to cure to the other Party; (iii) a FERC order terminating the Agreement; or (iv) repeal of Section 15(d)(a) of the TVA Act. In the case of a Termination under (iv), the Parties agree to expeditiously negotiate in good faith a successor agreement, if at all practicable.

7.2.3 Immediate Termination. The Agreement shall immediately terminate and cease to be effective upon misdirection or transfer of energy pursuant to this Agreement in violation of the TVA Act.

7.2.4 Continuing Provision. The Billing and Payment provisions of Section 4 of this Agreement shall continue in effect after Termination to the extent necessary to provide for final billing, billing adjustments, payments, and disposition of any outstanding disputes. A Termination is any termination under Section 7.2, including a Unilateral Termination under Section 7.2.1; a Termination Event under Section 7.2.2 (i), (ii), (iii), or (iv); or an Immediate Termination under Section 7.2.3.

8. DISPUTE RESOLUTION

In the event of a dispute arising out of or relating to this Agreement (“Dispute”), the disputing Party shall provide written notice to the other Party. Within fourteen (14) days of that written notice of Dispute each Party shall designate a senior officer with authority and responsibility to resolve the Dispute and refer the Dispute to them. The senior officer designated by each Party shall have authority to make decisions on its behalf with respect to that Party’s right and obligations under this Agreement. The senior officers, once designated, shall promptly begin discussions in a good faith effort to agree upon a resolution of the Dispute. If the senior officers do not agree upon a resolution of the Dispute within thirty (30) days of the initial written notice of dispute, or do not within the same period agree to refer the matter to some individual or organization for alternate dispute resolution, then either Party shall have the right to pursue any and all remedies available to it at law or in equity, including initiating a formal proceeding before FERC.

9. NOTICES

Notices required under this Agreement shall be in writing, and shall be sent by certified mail/return receipt requested, overnight courier, or other reliable and verifiable means, such as email. Any notice required under this Agreement will be deemed to have been given either: (i) upon delivery, if sent by certified mail/return receipt requested or overnight courier; or (ii) upon confirmation, if given by other reliable means, such as email. Any Notices sent by the Parties shall include a copy to Ameren and Entergy. Notices shall be provided in accordance with the following or in accordance with updates that MISO, TVA, Ameren, or Entergy may subsequently provide to all the others in writing:

Tennessee Valley Authority
1101 Market Street
Chattanooga, TN 37402

Email: interconnection@tva.gov
Attention: Stakeholder Services & Contracts

Midcontinent Independent System Operator, Inc.

720 City Center Drive
Carmel, IN 46032

Email: misolegal@misoenergy.org
Attention: General Counsel

Ameren

1901 Chouteau Avenue
St. Louis, MO 63103

Email: ameyer@ameren.com
Attention: Andrew M. Meyer, Sr. Director Energy Management & Trading

Entergy

308 E. Pearl Street
Jackson, MS 39201

Email: ahill1@entergy.com
Attention: Aaron Hill, Dir, Resource Plng & Mkt Ops • MS Res Planning & Market Ops

Email: lskew@entergy.com
Attention: Landon Eskew, Mgr, Operations Planning • MS Res Planning & Market Ops

10. MISCELANEOUS

10.1 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party (other than the Parties' successors and permitted assigns).

10.2 Governing Law. This Agreement, and the rights and obligations of the Parties arising out of this Agreement, shall be governed by and shall be construed, enforced, and performed in accordance with the Federal laws of the United States of America. To the extent that there is no applicable Federal law, this Agreement, and the rights and obligations of the Parties arising out of this Agreement, shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws.

10.3 Confidentiality. The Parties agree that their confidentiality obligations under this Agreement shall be consistent with and subject to the requirements of any NERC, North American Energy Standards Board (NAESB), or FERC standards or requirements, and any confidentiality provisions in MISO's Tariff or rate schedules or TVA's Governing Documents.

10.4 Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.


10.5 Amendment. Except as may otherwise be provided herein, neither this Agreement nor any of the terms hereof may be amended unless such amendment is in writing and signed by the Parties and such amendment has been accepted by FERC.

10.6 Headings. The descriptive headings contained in this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict any of the terms or provisions of the Agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this Agreement as of the date set forth in the introductory paragraph hereof.

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.


By:  AAR 10/4/2024

Printed Name: Aubrey Johnson

Title: VP, System Planning & Competitive Development

Date: 10/04/2024

TENNESSEE VALLEY AUTHORITY

By: 

Printed Name: Greg Henrich

Title: VP, Transmission Operations & Power Supply

Date: 10/02/2024

ACKNOWLEDGEMENT BY AMEREN AND ENTERGY

The undersigned, Ameren and Entergy, acknowledge the terms of this Emergency Energy Agreement and affirm that MISO has the express authority to act on behalf of Ameren and/or Entergy, as required, in the execution and performance of this Agreement, pursuant to the terms as set forth herein and those of the Agency Agreement.

AMEREN CORPORATION

By: 

Printed Name: Andrew Meyer

Title: Sr. Director Energy Management & Trading

Date: 10/04/2024

ENTERGY MISSISSIPPI, LLC

By: 

Printed Name:

Haley R. Fiskeckaly

Title:

President & CEO

Date:

10/3/24

[ATTACHMENT A](#)

**AGENCY AGREEMENT BETWEEN
AMEREN CORPORATION AND
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.**

This Agency Agreement (“Agreement”) is entered into this 4th of October, 2024 by and between Ameren Corporation (“Ameren”) and Midcontinent Independent System Operator, Inc. (“MISO”). Ameren and MISO are individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, MISO is a registered Balancing Authority (“BA”) with the North American Electric Reliability Corporation (“NERC”) operating under the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff (“MISO Tariff”);

WHEREAS, MISO and Tennessee Valley Authority (“TVA”) serve as BAs for adjacent Balancing Authority Areas that have direct transmission interconnections, are interconnected indirectly through transmission systems owned or operated by others, and may be connected by additional direct and/or indirect interconnections established in the future;

WHEREAS, MISO and TVA may from time to time require the supply of emergency energy assistance, consistent with applicable NERC reliability standards, to cover sudden and unforeseen circumstances resulting in an emergency;

WHEREAS, TVA’s ability to provide electric power outside its service territory is limited by section 15d(a) of the TVA Act to transactions with neighboring electric systems with whom TVA had exchange power arrangements as of July 1, 1957, and their successors;

WHEREAS, Ameren is such a neighboring electric system;

WHEREAS, MISO intends to enter into an Emergency Energy Agreement with TVA (the “Emergency Agreement”) pursuant to which, among other things, MISO, acting on behalf of Ameren, will source surplus power from TVA during such times when resources are insufficient and commercial remedies are not available, for the sole purpose of supporting electric reliability (“Emergency Energy”);

WHEREAS, for MISO and TVA to enter into such arrangements, Ameren must confer upon MISO the right to make purchases from TVA on Ameren’s behalf;

NOW, THEREFORE, in consideration of the above, Ameren and MISO agree as follows:

1. Ameren hereby grants MISO authority to purchase Emergency Energy on behalf of Ameren in accordance with the Emergency Agreement.
2. MISO will be responsible for the exercise of all rights and performance of all obligations, including all payment obligations to TVA, related to any purchases made or that can be made by MISO on behalf of Ameren pursuant to the Emergency Agreement.

3. In no event shall Ameren (including its officers, directors, employees, and agents) be liable to MISO, MISO's transmission owning members, or any other person or entity, for losses or damages (whether direct, indirect, incidental, or consequential) arising out of or related to any performance, nonperformance or delay in performance of an obligation or action under this Agreement, whether based on contract, tort, strict liability, warranty, or otherwise.
4. MISO shall indemnify, defend, and save harmless Ameren from any damages, losses, claims, or obligations by or to third parties arising out of or related to any performance, nonperformance or delay in performance of an obligation or action under this Agreement or the Emergency Agreement, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs or expenses, court costs, attorneys' fees, or otherwise. Nothing in this Agreement or the Emergency Agreement shall relieve Ameren from any obligations or requirements of the MISO Tariff or rate schedules including, but not limited to, Tariff Section 40.2.22 – Emergency Energy Purchases.
5. Any obligations of Ameren associated with Emergency Energy that MISO may source from TVA under the Emergency Agreement shall be those set forth under the MISO Tariff or rate schedules, including, but not limited to, Tariff Section 40.2.22 – Emergency Energy Purchases. For the avoidance of doubt, Ameren shall not be obligated for any costs associated with Emergency Energy or the Emergency Agreement except as specifically provided under the MISO Tariff or rate schedules.
6. This Agreement shall become effective on the first day following the day in which both Parties have executed the Agreement.
7. Either Party shall have the right at its sole discretion, at any time, and for any reason to terminate this Agreement upon providing at least sixty (60) calendar days written notice ("Notice of Termination"), per Section 8 of this Agreement, to the other Party specifying the date of termination ("Termination Date"). This Agreement also shall terminate and cease to be effective immediately upon the date the Emergency Agreement terminates.
 - 7.1 Upon the Termination Date, as specified in the Notice of Termination pursuant to Section 7, MISO shall no longer make purchases on behalf of Ameren pursuant to the Emergency Agreement.
 - 7.2 Also upon the Termination Date, as specified in the Notice of Termination pursuant to Section 7, MISO shall take reasonable efforts to amend the Emergency Agreement to remove Ameren from that agreement. MISO shall also use reasonable efforts to obtain any necessary approvals for such amendments to the Emergency Agreement.
8. Notices required under this Agreement shall be in writing, and shall be sent by certified mail/return receipt requested, overnight courier, or other reliable and verifiable means,

such as email. Any notice required under this Agreement will be deemed to have been given either: (i) upon delivery, if sent by certified mail/return receipt requested or overnight courier; or (ii) upon confirmation, if given by other reliable means, such as email. Notices shall be to the respective addresses:

Ameren

1901 Chouteau Avenue
St. Louis, MO 63103

Email: ameyer@ameren.com

Attention: Andrew M. Meyer, Sr. Director Energy Management & Trading

Midcontinent Independent System Operator, Inc.

720 City Center Drive
Carmel, IN 46032

Email: misolegal@misoenergy.org

Attention: General Counsel

9. This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party (other than the Parties' successors and permitted assigns).
10. This Agreement, and the rights and obligations of the Parties arising out of this Agreement, shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. Any action arising hereunder that involves questions of state law shall be instituted and litigated exclusively in the courts of the State of Delaware.
11. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
12. Except as may otherwise be provided herein, neither this Agreement nor any of the terms hereof may be amended unless such amendment is in writing and signed by the Parties.

[Signatures appear on following page]

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this Agreement as of the date set forth in the introductory paragraph hereof.

AMEREN CORPORATION

By: 

Printed Name: Andrew Meyer

Title: Sr. Director Energy Management & Trading

Date: 10/04/2024

**MIDCONTINENT INDEPENDENT SYSTEM
OPERATOR, INC.**

By:  AAR 10/4/2024

Printed Name: Aubrey Johnson

Title: VP, System Planning & Competitive Development

Date: 10/04/2024

ATTACHMENT B

**AGENCY AGREEMENT BETWEEN
ENTERGY MISSISSIPPI, LLC AND
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.**

This Agency Agreement (“Agreement”) is entered into this 4th of October, 2024 by and between Entergy Mississippi, LLC (“EML”) and Midcontinent Independent System Operator, Inc. (“MISO”). EML and MISO are individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, MISO is a registered Balancing Authority (“BA”) with the North American Electric Reliability Corporation (“NERC”) operating under the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff (“MISO Tariff”);

WHEREAS, MISO and Tennessee Valley Authority (“TVA”) serve as BAs for adjacent Balancing Authority Areas that have direct transmission interconnections, are interconnected indirectly through transmission systems owned or operated by others, and may be connected by additional direct and/or indirect interconnections established in the future;

WHEREAS, MISO and TVA may from time to time require the supply of emergency energy assistance, consistent with applicable NERC reliability standards, to cover sudden and unforeseen circumstances resulting in an emergency;

WHEREAS, TVA’s ability to provide electric power outside its service territory is limited by section 15d(a) of the TVA Act to transactions with neighboring electric systems with whom TVA had exchange power arrangements as of July 1, 1957, and their successors;

WHEREAS, Entergy Mississippi, LLC, in coordination with Entergy Arkansas, LLC; Entergy Louisiana, LLC.; Entergy New Orleans, LLC, and Entergy Texas, Inc., is such a neighboring electric system;

WHEREAS, MISO intends to enter into an Emergency Energy Agreement with TVA (the “Emergency Agreement”) pursuant to which, among other things, MISO, acting on behalf of EML, will source surplus power from TVA during such times when resources are insufficient and commercial remedies are not available, for the sole purpose of supporting electric reliability (“Emergency Energy”);

WHEREAS, for MISO and TVA to enter into such arrangements, EML must confer upon MISO the right to make purchases from TVA on EML’s behalf;

NOW, THEREFORE, in consideration of the above, EML and MISO agree as follows:

1. EML hereby grants MISO authority to purchase Emergency Energy on behalf of EML in accordance with the Emergency Agreement.
2. MISO will be responsible for the exercise of all rights and performance of all obligations, including all payment obligations to TVA, related to any purchases made or that can be made by MISO on behalf of EML pursuant to the Emergency Agreement.

3. In no event shall EML (including its officers, directors, employees, and agents) be liable to MISO, MISO's transmission owning members, or any other person or entity, for losses or damages (whether direct, indirect, incidental, or consequential) arising out of or related to any performance, nonperformance or delay in performance of an obligation or action under this Agreement, whether based on contract, tort, strict liability, warranty, or otherwise.
4. MISO shall indemnify, defend, and save harmless EML from any damages, losses, claims, or obligations by or to third parties arising out of or related to any performance, nonperformance or delay in performance of an obligation or action under this Agreement or the Emergency Agreement, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs or expenses, court costs, attorneys' fees, or otherwise. Nothing in this Agreement or the Emergency Agreement shall relieve EML from any obligations or requirements of the MISO Tariff or rate schedules including, but not limited to, Tariff Section 40.2.22 – Emergency Energy Purchases.
5. Any obligations of EML associated with Emergency Energy that MISO may source from TVA under the Emergency Agreement shall be those set forth under the MISO Tariff or rate schedules, including, but not limited to, Tariff Section 40.2.22 – Emergency Energy Purchases. For the avoidance of doubt, EML shall not be obligated for any costs associated with Emergency Energy or the Emergency Agreement except as specifically provided under the MISO Tariff and rate schedules.
6. This Agreement shall become effective on the first day following the day in which both Parties have executed the Agreement.
7. Either Party shall have the right at its sole discretion, at any time, and for any reason to terminate this Agreement upon providing at least sixty (60) calendar days written notice ("Notice of Termination"), per Section 8 of this Agreement, to the other Party specifying the date of termination ("Termination Date"). This Agreement also shall terminate and cease to be effective immediately upon the date the Emergency Agreement terminates.
 - 7.1 Upon the Termination Date, as specified in the Notice of Termination pursuant to Section 7, MISO shall no longer make purchases on behalf of EML pursuant to the Emergency Agreement.
 - 7.2 Also upon the Termination Date, as specified in the Notice of Termination pursuant to Section 7, MISO shall take reasonable efforts to amend the Emergency Agreement to remove EML from that agreement. MISO shall also use reasonable efforts to obtain any necessary approvals for such amendments to the Emergency Agreement.
8. Notices required under this Agreement shall be in writing, and shall be sent by certified mail/return receipt requested, overnight courier, or other reliable and verifiable means,

such as email. Any notice required under this Agreement will be deemed to have been given either: (i) upon delivery, if sent by certified mail/return receipt requested or overnight courier; or (ii) upon confirmation, if given by other reliable means, such as email. Notices shall be to the respective addresses:

Entergy

308 E. Pearl Street
Jackson, MS 39201

Email: ahill1@entergy.com

Attention: Aaron Hill, Dir, Resource Plng & Mkt Ops • MS Res Planning & Market Ops

Email: lskew@entergy.com

Attention: Landon Eskew, Mgr, Operations Planning • MS Res Planning & Market Ops

Midcontinent Independent System Operator, Inc.

720 City Center Drive
Carmel, IN 46032

Email: misolegal@misoenergy.org

Attention: General Counsel

9. This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party (other than the Parties' successors and permitted assigns).
10. This Agreement, and the rights and obligations of the Parties arising out of this Agreement, shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. Any action arising hereunder that involves questions of state law shall be instituted and litigated exclusively in the courts of the State of Delaware.
11. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
12. Except as may otherwise be provided herein, neither this Agreement nor any of the terms hereof may be amended unless such amendment is in writing and signed by the Parties.

[Signatures appear on following page]

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this Agreement as of the date set forth in the introductory paragraph hereof.

ENTERGY MISSISSIPPI, LLC

By: 

Printed Name: Haley R. Disackorly

Title: President + CEO

Date: 10/3/24

MIDCONTINENT INDEPENDENT SYSTEM
OPERATOR, INC.

By: 

AAR 10/4/2024

Printed Name: Aubrey Johnson

Title: VP, System Planning & Competitive Development

Date: 10/04/2024