

**Joint Planning Agreement  
Among And Between  
Midcontinent Independent System Operator, Inc.  
And  
Associated Electric Cooperative, Inc.**

**Date: mm/dd/yyyy**

# ARTICLE ONE

## RECITALS

1. This Joint Planning Agreement (“Agreement”) dated this \_\_\_\_ day of \_\_\_\_ 2025, among and between Midcontinent Independent System Operator, Inc. (“MISO”), a Delaware non-stock corporation having a place of business at 701 City Center Drive, Carmel, IN 46032 and Associated Electric Cooperative, Inc. (“AECI”), a Missouri corporation having a place of business at 2814 S. Golden Avenue, Springfield, MO;
2. MISO is a Regional Transmission Organization that provides operating and reliability functions to portions of the Midwest and South US and Canada. MISO administers an open access tariff for transmission and related services on its grid;
3. AECI is a transmission provider that provides operating functions in the AECI service area which consists of six regional transmission cooperatives and fifty-one (51) distribution cooperatives located in Missouri, Southern Iowa and Northeast Oklahoma, and administers the AECI open access tariff for transmission on its system. AECI is not subject to regulation by the Federal Energy Regulatory Commission as a “public utility” under the Federal Power Act; and
4. The Parties desire to enter into this Agreement to coordinate generator interconnection, and transmission planning.

## ARTICLE TWO

### ABBREVIATIONS, ACRONYMS, AND DEFINITIONS

#### 2.1 Abbreviations and Acronyms.

1. “DPP” shall mean Definitive Planning Phase.
2. “ERAS” shall mean Expedited Resource Addition Study.
3. “ERIS” shall mean Energy Resource Interconnection Service.
4. “FERC” shall mean the Federal Energy Regulatory Commission or any successor agency thereto.
5. “MW” shall mean megawatt of real power.
6. “NERC” shall mean the North American Electricity Reliability Corporation or successor organization.
7. “NRIS” shall mean Network Resource Interconnection Service.
8. “OATT” shall mean Open Access Transmission Tariff of AECI or MISO, as applicable.

#### 2.2 Definitions.

Any undefined, capitalized term used in this Agreement that is not defined in this Section shall have the meaning given in the preamble of this Agreement; and if not defined in the preamble, shall have the meaning given under industry custom, and where applicable, in accordance with Good Utility Practice.

1. “Affected System(s)” ~~shall mean an electric transmission system or the electric system associated with an Existing Generating Facility or of a higher queued Generating Facility, which is an electric system other than the Transmission Owner Provider’s Transmission System that is affected by the Interconnection Request. An Affected System may or may not be subject to FERC jurisdiction.~~ shall mean an electric transmission system or the electric system other than the Transmission Provider’s

Transmission System that is affected by the Interconnection Request. An Affected System may or may not be subject to FERC jurisdiction.

2. “Affected System Interconnection Request” shall mean an interconnection request for a facility to a system other than host system’s Transmission System that may cause the need for Network Upgrades on the host Transmission System.
3. “Affected System Operator” shall mean the entity that operates an Affected System.
4. “Affected System Study(ies)” are studies performed by the Party identified as an Affected System and for the purpose of determining adverse impacts on its Transmission System from the proposed generation of Interconnection Customers or transmission service customers.
5. “Cluster” shall mean a group of one or more Interconnection Requests that are studied together, rather than serially.
6. “Confidential Information” shall have the meaning stated in Section 4.3.
7. “Effective Date” shall be the date that FERC lists as the effective date in its order accepting this Agreement.
8. “Energy Resource Interconnection Service” or ERIS shall mean an Interconnection Service that allows Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, to be eligible to deliver the Generating Facility’s electric output using the existing firm or non-firm capacity of the Transmission System on an as available basis. Energy Resource Interconnection Service does not convey transmission service.
9. “Expedited Resource Addition Study” or ERAS shall mean the temporary procedure for expediting interconnection projects needed for RERRA-identified resource adequacy and/or reliability needs under the MISO Tariff.
10. “Facilities Study” shall mean a study conducted by a Transmission Provider under the terms of its respective Tariff and interconnection and transmission service procedures for the purpose of determining a list of facilities (including interconnection facilities and Network Upgrades), the cost of those facilities, and the time required to

interconnect a generating facility and/ or to allow the flow of energy underprovide  
Long-Term Firm Transmission Service

11. “Good Utility Practice” shall mean any of the practices, methods, and acts engaged in or approved of by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, and acts generally accepted in the region.
12. “Intellectual Property” shall mean (i) ideas, designs, concepts, techniques, inventions, discoveries, or improvements, regardless of patentability, but including without limitation patents, patent applications, mask works, trade secrets, and know-how; (ii) works of authorship, regardless of copyright ability, including copyrights, and any moral rights recognized by law; and (iii) any other similar rights, in each case on a worldwide basis.
13. “Interconnection Customer” shall mean any entity, including Transmission Provider, Transmission Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System of the host system.
14. “Interconnection Service” shall mean the service provided by host Transmission Provider associated with interconnecting the Generating Facility to the Transmission System, or external host transmission provider if applicable, and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection pursuant to the terms of the Generator Interconnection Agreement or Point of Delivery as set forth in Service Agreement for NRIS for an External Generating Facility and, if applicable, the MISO or AECI Tariff.
15. “Interconnection Study” shall mean the Interconnection System Impact Study or the Interconnection Facility(ies) Study.

16. “Limited Operations” shall mean if any of the host interconnection facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, the Affected System Operator will perform studies on a timely basis and at the expense of the Interconnection Customer to determine the extent to which the Generating Facility and its interconnection facilities may operate prior to the completion of the host Party interconnection facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this Agreement. The Affected System Operator shall permit Interconnection Customer to operate the Generating Facility and its interconnection facilities in accordance with the results of such studies.
17. “Merchant HVDC Connection Customer” or “MHVDC Connection Customer” shall mean any entity that proposes to interconnect an MHVDC Transmission Line with the host Transmission System.
18. “Merchant HVDC Transmission Connection Request” shall mean a request to interconnect a new Merchant HVDC Transmission Line, increase the capacity of an existing Merchant HVDC Transmission Line, or make a substantial modification to the operating characteristics of an existing Merchant HVDC Transmission Line interconnected to the Transmission System.
- ~~19.~~ 18. “Merchant HVDC Transmission Line” or “MHVDC Transmission Line” shall mean the merchant high voltage direct current transmission line external to the Transmission System that is proposed for connection to the Transmission System, ~~as defined in the MHCP.~~
19. “Network Resource Interconnection Service” or NRIS for AECl, shall mean an Interconnection Service that allows Interconnection Customer to integrate its Generating Facility with the Transmission System in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers. Network Resource Interconnection Service does not convey transmission service. For MISO, Network Resource Interconnection Service shall mean an Interconnection Service that allows Interconnection Customer to integrate its

Generating Facility with the Transmission System in the same manner as for any Generating Facility being designated as a Network Resource. Network Resource Interconnection Service does not convey transmission service. Network Resource Interconnection Service shall include any Network Resource Interconnection Service established under an agreement with, or the tariff of, a ~~T~~ransmission ~~O~~wner prior to integration into MISO, that is determined to be deliverable through the integration deliverability study process.

20. “Network Upgrades” shall mean the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System or Distribution System, as applicable, to accommodate the interconnection of the Generating Facility(ies) to the Transmission System or to accommodate Affected System Interconnection Request(s).
21. “Notice” shall have the meaning stated in Section 4.3.
22. “Party” or “Parties” refers to one or more the entities listed in the recitals of this Agreement or all, as applicable.
23. “System Impact Study(ies)” shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, or to study potential impacts.
24. “Third Party” refers to any entity other than a Party to this Agreement.
25. “Transmission Owner” shall mean a Transmission Owner as defined under the Parties’ respective tariffs.
26. “Transmission Provider” shall mean AECI or MISO, as applicable.
27. “Transmission System” shall mean the facilities owned, controlled or operated by a Transmission Provider to provide transmission service, including HVDC or Wholesale Distribution Service, as applicable.

# ARTICLE THREE

## COORDINATED REGIONAL TRANSMISSION EXPANSION PLANNING

### 3.1 Coordinated Regional Transmission Expansion Planning

#### 3.1.1 Single Party Planning.

Each Party shall engage in such transmission planning activities, including expansion plans, System Impact Studies, and generator interconnection studies, as are necessary to fulfill its obligations under its agreements and OATT. The Parties further agree to support the long-term planning and study efforts of the other Party by sharing, on an ongoing basis, information as requested, including but not limited to proposed system enhancements on the bulk system, generator additions and retirements, long-term firm transmission service requests, and other such similar material changes that may be identified by either Party.

#### 3.1.2 Analysis of Generation Interconnection and Merchant HVDC Transmission Connection Request.

In accordance with the respective procedures under which each Party provides Interconnection Service, the host will communicate with the potentially impacted Party that a request for Generation Interconnection or Merchant HVDC Transmission Connection Request could result in that Party being an Affected System. The Affected System Operator will determine if an Affected System Study is required for one or more host Generation Interconnection or Merchant HVDC Transmission Connection Requests. ~~For the purposes of this section, “DP1” shall mean Decision Point I in regard to the MISO OATT. “DP2” shall mean Decision Point II in regard to the MISO OATT.~~ The process for coordination of Interconnection Studies and Network Upgrades will include the following:

- a. Consistent with the data exchange provisions of this Agreement, the Parties will exchange modeling data as necessary for the study and coordination of interconnection requests. This will include associated updates to modeling data as necessary to reflect the other Party’s relevant queue requests, contingency elements, monitored elements, planned upgrades, and other data as may be required.



- b. The Affected System Operator shall, in accordance with applicable procedures, guidelines, criteria, and standards, make the final determination of whether its system is impacted by requests on the host system and identify the Network Upgrades necessary to mitigate such impacts. At the conclusion of the Affected System Study(ies), the Affected System Operator will supply a copy of the study report to the host Transmission Provider. The host Transmission Provider will be responsible for communicating the results of the Affected System Study(ies) to the host Transmission Provider's Interconnection Customers or MHVDC Connection Customers. If an Affected System Operator identifies potential impacts on its system as a result of an interconnection request by the host Transmission Provider Interconnection Customer(s) , the Affected System Operator and the host Transmission Provider shall coordinate in providing supporting models and/or analysis to the applicable Interconnection Customer, upon request, subject to the same requirements and limitations applicable to the Affected System Operator's own Interconnection Customer(s) or MHVDC Connection Customers.
- c. The relative queue position for AECI and MISO Interconnection Requests, including interconnection requests submitted into ERAS process, for purposes of System Impact Studies performed by AECI, including Affected System Studies shall be as follows:
  - i. For interconnection requests submitted through MISO's DPP process, AECI will use the MISO Interconnection Customer Decision Point I ("DP1") close date as the relative queue priority date. Different regions in a MISO Cluster may be queued separately.
  - ii. The relative queue position of interconnection requests being processed through the ERAS will be determined by the date the ERAS System Impact Study commences.
  - iii. For interconnection requests submitted to AECI as the host Transmission Provider, AECI will use the date the System Impact Study agreement is due as determined by AECI's GIP. All AECI interconnection requests in a Cluster will be queued equally.

- iv. Interconnection requests with the earlier relative queue priority date as established under subsection (i) through (iii) above will have higher priority in the System Impact Studies performed by AECI. Interconnection requests in MISO and AECI will not be considered to have equal queue priority. In the event that the date determinative of priority is the same for all or some of the interconnection requests, queue priority for such interconnection requests shall be established based on mutual agreement of the Parties.
- d. The relative queue position for AECI and MISO Interconnection Requests for purposes of System Impact Study(ies) performed by MISO, including Affected System Study(ies) shall be as follows:
  - i. For interconnection requests submitted through MISO DPP, MISO will use the ~~Decision Point I (DPI)~~ DP1 close date as the relative queue priority date. Different regions in a MISO Cluster may be queued separately.
  - ii. For interconnection requests submitted to AECI as the host Transmission Provider, MISO will use the date which, as determined by the AECI GIP, Facility Study agreement execution is due for the Cluster in which the interconnection request is a part of. All AECI interconnection requests in a Cluster will be queued equally.
  - iii. Interconnection requests with the earlier relative queue priority date as established under subsection (i) through (ii) above will have higher priority in the System Impact Studies performed by MISO. Interconnection requests in MISO and AECI will not be considered to have equal queue priority. In the event that the date determinative of priority is the same for all or some of the interconnection requests, queue priority for such interconnection requests shall be established based on mutual agreement of the Parties.
- e. Affected System Study(ies) to be performed to determine the impact of the proposed interconnection requests will be conducted as follows:
  - i. The transmission reinforcement and study criteria used in the Affected System Operator's System Impact Studies will conform to and incorporate the provisions contained in the Affected System Operator's respective

business practices and if applicable their tariff and/or Generator Interconnection Study criteria.

- ii. The Affected System Operator's study procedures, planning criteria, and cost allocation provisions will apply to the studies performed to determine the impacts on the respective Transmission Systems.
- iii. The MISO and MISO Transmission Owner study requirements, planning criteria, and cost allocation requirements will apply to studies performed to determine impacts on the MISO Transmission System when MISO evaluates the impact on MISO transmission facilities of AECI interconnection requests. During the course of MISO's Affected System Study(ies), MISO shall apply ERIS criteria to all of AECI Interconnection Request(s). Detailed information about the modeling process and assumptions used by MISO for such analysis when MISO is the Affected System are located in MISO's Generator Interconnection Business Practices Manual, BPM-015. MISO shall provide the study results, including load flow, short circuit, and stability studies.
- iv. The AECI and AECI Transmission Owner study requirements, planning criteria, and cost allocation requirements will apply to studies performed to determine impacts on the AECI Transmission System when AECI evaluates the impact on AECI transmission facilities of MISO interconnection requests.
- v. The identification of all impacts on the Parties' Transmission Systems shall include a description of the required Network Upgrade(s), and corresponding planning level cost estimates and construction time estimates.
- vi. During the determination of reinforcements for an interconnection request that are required to mitigate constraint(s) on the system of the Affected System, the Parties may identify other planned reinforcement(s) that may alleviate such constraint(s) inside the borders of the host Transmission Provider's Transmission System. Under such circumstances, the interconnection project relying on those reinforcement(s) shall have Limited Operations service until those reinforcement(s) are placed in service. If

necessary, the Affected System Operator shall perform interim studies to determine the necessary limitation on Interconnection Service associated with the Affected System Interconnection Request until the necessary upgrades identified through the Affected System Operator's Affected System study(ies) are in service.

**3.1.2.1. MISO Affected System Study(ies) for AECI interconnection requests:**

- a. Potential impacts on the Affected System may be included in the Interconnection Study report of the host Transmission Provider.
- b. No later than ten (10) business days after the commencement of an AECI Facility(ies) Study or any restudy, or other timeline mutually agreed upon by MISO and AECI, AECI shall make available to MISO the information necessary for MISO and its affiliates-designee(s) to study the impact of the Affected System Interconnection Request(s) on the MISO's Transmission System. MISO and the MISO Transmission Owners shall study the impact(s) of the AECI Affected System Interconnection Request(s) on the MISO Transmission System and MISO will provide Affected System Study(ies) results to AECI no later than 120 calendar days for the initial study, or sixty (60) calendar days for restudy, following the commencement of AECI Facility(ies) Study.
- c. Together with the final study results, MISO shall provide an Interconnection Facilities Study cost estimate to AECI. MISO and MISO transmission owners shall complete the Interconnection Facilities Study and provide the study report(s) to AECI within ninety (90) calendar days after AECI agrees to the study cost estimate.

**3.1.2.2 AECI Affected System Study for MISO Interconnection RRequests:**

- a. The Affected System study for MISO Interconnection Requests will be coordinated as follows:
  - i. During the course of its DPP or ERAS studies, MISO shall monitor the AECI Transmission System and provide the results of the potential impacts to ~~the~~ AECI, as appropriate. This monitoring will include an examination of the potential projects that impact the AECI Transmission System through

determination if the project under study has an impact on the monitored facility of  $\geq 1\%$  loading or  $3\%$  distribution factor or  $\geq 5\text{MW}$  increase on any AECI facilities under normal and contingency conditions. These potential impacts may be included in the MISO DPP or ERAS report along with any information regarding the validity of these impacts and any Transmission System reinforcements received from AECI. AECI will make the final determination on which MISO interconnection requests are required to be included in the AECI Affected System Study.

- ii. No later than ten (10) business days after the commencement of the MISO DPP Phase II study, MISO shall forward to AECI the information necessary to study the impact of the MISO interconnection request(s) on the AECI Transmission System. AECI shall study the impact(s) of MISO interconnection request(s) on the AECI Transmission System. AECI will use reasonable efforts to study the impact(s) of the MISO Interconnection Request(s) on the AECI Transmission System and provide Affected System study results, including load flow studies, to MISO ten (10) business days prior to MISO Phase II SIS posting date, on condition that MISO provided the updated project information allowing for a ninety (90) calendar days Affected System study period. Stability and short circuit study data shall be provided to AECI prior to the start of MISO's DP2.
- iii. No later than ten (10) business days after the commencement of the MISO DPP Phase III study, MISO shall forward to AECI the information necessary to study the impact of the MISO interconnection request(s) on the AECI Transmission System. AECI will evaluate to determine if changes warrant providing revised results to MISO and if so, will use reasonable efforts to provide revised load flow results, stability and short circuit analysis as necessary result within ten (10) business days prior to MISO Phase III SIS posting date, on condition that MISO provided the updated project information allowing for a ninety (90) calendar days study period.
- iv. No later than ten (10) business days after a late-stage project withdrawal, MISO shall forward to AECI the information necessary to study the impact

of the MISO interconnection request(s) on the AECI Transmission System. AECI will evaluate to determine if changes warrant providing revised results to MISO and if so, will use reasonable efforts to provide revised load flow, stability and short circuit analysis result within sixty (60) calendar days from study kick off, or a date mutually agreed upon by AECI and MISO. The results received from AECI, including any required Network Upgrades, shall be included in the MISO's System Impact Study reports, if available.

- v. No later than ten (10) business days prior to the commencement of an ERAS Study, MISO shall forward to AECI the information necessary for AECI to study the impact of the ERAS interconnection request(s) on the AECI transmission system. AECI shall study the impact(s) of the ERAS interconnection request(s) on the AECI transmission system and provide the results to MISO, including load flow, stability and short circuit analysis as necessary, by the later of (1) ninety (90) calendars days following study commencement or (2) fifteen (15) calendar days prior to the scheduled completion of ERAS System Impact Study.
- vi. For AECI, if the results of the Affected System Impact Study indicate that Network Upgrades are required, AECI will include estimated costs and construction lead times in the final revision of the Affected System Impact Study.

### **3.1.3. Study and Network Upgrade Agreements**

- a. MISO and AECI will collect from the Interconnection Customer the costs required by the Affected System Operator associated with the performance of any Affected System Impact Study or Affected System network upgrade facility(ies) study and forward collected amounts to the Affected System Operator.
- b. Construction of any Network Upgrades on the Affected System will be subject to the terms of the Affected System Operator's Tariff and the Facility(ies) Construction Agreement, and the agreement among owners of transmission facilities subject to the control of the Affected System Operator. Terms shall be consistent with applicable federal, state or provincial regulatory policy.

- c. In the event that Network Upgrades are required on the Affected System Operator's Transmission System, then such Network Upgrades shall be documented as a condition for Interconnection Service in the interconnection agreement executed by the host Transmission Provider. Additionally, the Parties may mutually agree on milestones with respect to the Network Upgrade construction and the amount of Interconnection Service that can commence after each milestone.
- d. When AECI is the host Transmission Provider AECI will include within the interconnection agreements a requirement that the Interconnection Customer must execute a Facility(ies) Construction Agreement with the Affected System Operator as per the applicable agreement timeline requirement in the Affected System Operator's Tariff.
- e. When MISO is the host Transmission Provider, MISO will include within the interconnection agreements a requirement that the Interconnection Customer ~~must~~ shall execute ~~a Facility(ies) Construction Agreement with the Affected System Operator within 90 Calendar Days of the Affected System Operator tendering the Interconnection Customer a Facility(ies) Construction Agreement.~~ an Affected System Facilities Construction Agreement with AECI within ninety (90) cCalendar dDays of AECI tendering the Interconnection Customer the Affected System Facilities Construction Agreement as per the AECI tariff.
- f. Each Party will maintain a separate interconnection queue. The Parties will maintain a listing of interconnection requests for all interconnection projects that have been identified as potentially impacting their systems.
- g. The Parties will strive to minimize the costs associated with the coordinated study processes.
- h. The requirements listed under Section 3.1.3 shall be applicable to AECI Generation ~~i~~Interconnection ~~r~~Requests or Merchant HVDC Connection ~~r~~Requests that have executed a System Impact Study agreement on or after the Effective Date, MISO ~~Generation i~~Interconnection ~~r~~Requests or Merchant HVDC Connection Requests under DPP process that has DP1 completion date on or after

the Effective Date, and ERAS Interconnection Requests that commence SIS study after the Effective Date.



## ARTICLE FOUR

### **DISPUTE RESOLUTION, CONFIDENTIAL INFORMATION, NOTICES, AND OTHER MISCELLANEOUS PROVISIONS**

#### **4.1 Rules of Construction.**

**4.1.1 No Interpretation Against Drafter.** Each Party participated in the drafting of this Agreement and each Party agrees that no rule of construction or interpretation against the drafter shall be applied to the construction or the interpretation of this Agreement.

**4.1.2 Incorporation of Preamble and Recitals.** The Preamble and Recitals of this Agreement are incorporated into the terms and conditions of this Agreement and made a part thereof.

**4.1.3 Meanings of Certain Common Words.** The word “including” shall be understood to mean “including, but not limited to.” The word “Section” refers to the applicable section of this Agreement and, unless otherwise stated, includes all subsections thereof.

**4.1.4 NERC Reliability Standards.** All activities under this Agreement shall be conducted in a manner that meets or exceeds the applicable NERC Reliability Standards, as such standards may be revised from time to time.

**4.1.5 Geographic Scope.** Each Party will perform its obligations under this Agreement with respect to each Transmission System for which the Party serves as the Transmission Provider.

#### **4.2 Dispute Resolution**

**4.2.1** The Parties shall attempt in good faith to achieve consensus with respect to all matters arising under this Agreement and to use reasonable efforts through good faith discussion and negotiation to avoid and resolve disputes that could delay or impede either Party from receiving the benefits of this Agreement. These dispute resolution procedures apply to any dispute that arises from either Party’s performance of, or failure to perform, this Agreement and which the Parties are unable to resolve prior to invocation of these procedures.

**4.2.2** A Party may refer the dispute in writing to the Parties' senior representatives for consideration. The Parties' senior representatives shall meet no later than fourteen (14) days after such referral and shall make a good faith effort to resolve the dispute. The Parties shall serve upon each other, written position papers concerning the dispute, no later than forty-eight (48) hours in advance of such meeting. In the event the Parties' senior representatives fail to resolve the dispute, either Party shall be entitled to invoke Section 4.2

**4.2.3** Upon the demand of either Party, the dispute shall be referred to FERC's Office of Dispute Resolution for mediation, and upon a Party's determination at any point in the mediation that mediation has failed to resolve the dispute, either Party may seek formal resolution by initiating a proceeding before FERC.

**4.2.4** In the event of disputes involving Confidential Information, infringement or ownership of Intellectual Property or rights pertaining thereto, or any dispute where a Party seeks temporary or preliminary injunctive relief to avoid alleged immediate and irreparable harm, the procedures stated in Section 4.2 and its subparts shall apply but shall not preclude a Party from seeking such temporary or preliminary injunctive relief, provided, that if a Party seeks such judicial relief but fails to obtain it, the Party seeking such relief shall pay the reasonable attorneys' fees and costs of the other Party(ies) incurred with respect to opposing such relief.

### **4.3 Notices**

**4.3.1** Whether expressly so stated or not, all notices, demands, requests and other communications required or permitted by or provided for in this Agreement ("Notice") shall be given in writing to a Party at the address set forth below, or at such other address as a Party shall designate for itself in writing in accordance with this Section, and shall be delivered by hand or reputable overnight courier:

**4.3.2** Notice upon AECI shall be made to:

For U.S. Mail:

2814 S. Golden Ave;  
PO Box 754  
Springfield, MO 65807  
Attention: General Counsel

**4.3.3** Notice upon MISO shall be made to:

For Parcels: _____	<u>For U.S. Mail:</u>
<u>720 City Center Drive</u>	<u>P.O. Box 4202</u>
<u>Carmel, IN 46032</u>	<u>Carmel, Indiana 46082-4202</u>
<u>Attention: General Counsel</u>	<u>Attention: General Counsel</u>

~~For U.S. Mail:~~

~~720 City Center Drive P.O. Box 4202~~  
~~Carmel, IN 46032 Carmel, IN 46082-4202~~  
~~Attention: General Counsel Attention: General Counsel~~

**4.4 Confidential Information**

**4.4.1** The term “Confidential Information” shall mean: (a) all information, whether furnished before or after the Effective Date, whether oral, written or recorded/electronic, and regardless of the manner in which it is furnished, that is marked “confidential” or “proprietary” or which under all of the circumstances should be treated as confidential or proprietary; (b) all reports, summaries, compilations, analyses, notes or other information of a Party hereto which are based on, contain or reflect any Confidential Information; and (c) any information which, if disclosed by a transmission function employee of a utility regulated by the FERC to a market function employee of the same utility system, other than by public posting, would violate the FERC’s Standards of Conduct set forth in 18 CFR § 37 et seq. and the Parties’ Standards of Conduct on file with the FERC.

**4.4.2** During the course of the Parties’ performance under this Agreement, a Party may receive or become exposed to Confidential Information. Except as set forth herein, the Parties agree to keep in confidence and not to copy, disclose, or distribute any Confidential Information or any part thereof, without the prior written permission of the issuing Party.

In addition, each Party shall ensure that its employees, its subcontractors and its subcontractors' employees and agents to whom Confidential Information is exposed agree to be bound by the terms and conditions contained herein. Each Party shall be liable for any breach of this Section by its employees, its subcontractors and its subcontractors' employees and agents. This obligation of confidentiality shall not extend to information that, at no fault of the recipient Party, is or was (1) in the public domain or generally available or known to the public; (2) disclosed to a recipient by a Third Party who had a legal right to do so; (3) independently developed by a Party or known to such Party prior to its disclosure hereunder; and (4) which is required to be disclosed by subpoena, law or other directive or a court, administrative agency or arbitration panel, in which event the recipient hereby agrees to provide the issuing Party with prompt Notice of such request or requirement in order to enable the issuing Party to (a) seek an appropriate protective order or other remedy, (b) consult with the recipient with respect to taking steps to resist or narrow the scope of such request or legal process, or (c) waive compliance, in whole or in part, with the terms of this Section. In the event that such protective order or other remedy is not obtained, or that the issuing Party waives compliance with the provisions hereof, the recipient hereby agrees to furnish only that portion of the Confidential Information which the recipient's counsel advises is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information.

#### **4.5 Termination**

**4.5.1** The term of this Agreement commences upon its acceptance by FERC. The Agreement shall terminate and cease to be effective upon FERC acceptance of the mutual agreement by the Parties to terminate the Agreement or other FERC order terminating the Agreement. Any Party may withdraw itself from the Agreement with 12 months written Notice and that withdrawal shall be effective upon acceptance or approval by FERC. Nothing in this Agreement shall prejudice the right of either Party to seek termination of this Agreement under Section 206 of the Federal Power Act, or successor section or statute thereof.

## **4.6 Assignments and Third Parties**

**4.6.1** 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).

**4.6.2** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns permitted herein, but shall not be assigned except (a) with the written consent of the non-assigning Party, which consent may be withheld in such Party's absolute discretion; and (b) in the case of a merger, consolidation, sale, or spin-off of substantially all of a Party's assets. In the case of any merger, consolidation, reorganization, sale, or spin-off by a Party, the Party shall assure that the successor or purchaser adopts this Agreement and, the other Parties shall be deemed to have consented to such adoption.

## **4.7 Breach and Force Majeure**

**4.7.1** No Party shall be in breach of this Agreement to the extent and during the period such Party's performance is made impracticable by any unanticipated cause or causes beyond such Party's control and without such Party's fault or negligence, which may include, but are not limited to, any act, omission, or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities. Upon the occurrence of an event considered by a Party to constitute a force majeure event, such Party shall use reasonable efforts to endeavor to continue to perform its obligations as far as reasonably practicable and to remedy the event, provided that this Section shall require no Party to settle any strike or labor dispute. A Party claiming a force majeure event shall notify the other Party in writing immediately and in no event later forty-eight (48) hours after the occurrence of the force majeure event. The foregoing notwithstanding, the occurrence of a cause under this Section shall not excuse a Party from making any payment otherwise required under this Agreement.

#### **4.8 Liability**

**4.8.1** No Party shall be liable to the other Party, directly or indirectly, for any damages or losses of any kind sustained due to any failure to perform this Agreement, unless such failure to perform was malicious or reckless.

**4.8.2** Except for amounts agreed to be paid by one Party to the other under this Agreement, any liability of a Party to the other Party hereunder shall be limited to direct damages as qualified by the following sentence. No lost profits, damages to compensate for lost goodwill, consequential damages, or punitive damages shall be sought or awarded.

#### **4.9 Conflicts of Law**

**4.9.1** This Agreement shall be interpreted, construed and governed by the applicable federal law and the laws of the state of Missouri without giving effect to its conflict of law principles.

#### **4.10 Amendments**

**4.10.1** 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Associated Electric Cooperative, Inc.  
Inc.

Midcontinent Independent System Operator,

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_