

ATTACHMENT L

CREDIT POLICY

POLICY STATEMENT:

It is the policy of the Transmission Provider that prior to an entity (“Applicant”) taking any service under this Tariff, holding any FTR or becoming a Transmission Customer or Market Participant, the Applicant must demonstrate its ability to meet the Transmission Provider’s credit requirements.

Prior to becoming a Transmission Customer, Market Participant or Coordination Customer (together “Tariff Customer”), of the Transmission Provider, each Applicant must have an approved credit application and establish a Total Credit Limit with the Transmission Provider for services under this Tariff, including, without limitation, Transmission Service and Market Activities. Because all Transmission Service transactions are subject to congestion costs and marginal losses, every Transmission Customer of the Transmission Provider must either apply to be a Market Participant or be represented by a duly authorized Market Participant in good standing pursuant to the terms and conditions of this Credit Policy and the Agreements. In addition to completing a credit application, each Applicant and/or Tariff Customer will be subject to a complete credit evaluation that will include, but not be limited to, a review of financial statements, Rating Agency reports, and other pertinent indicators of financial strength and creditworthiness. An existing Transmission Customer who is applying to become a Market Participant need not provide the information required in Section I.A of this Credit Policy as such information is already on file with Transmission Provider.

POLICY INTENT:

This Credit Policy describes requirements for: (1) the establishment and maintenance of credit by Market Participants, Transmission Customers, and Applicants pursuant to one or more Credit and Security Agreement(s) in the form attached to this Credit Policy as Exhibit V, and (2) forms of security that will be deemed acceptable (hereinafter the “Financial Security”) to cover its FTR Obligations and in the event the Applicant and/or Tariff Customer does not satisfy the financial requirements to establish Unsecured Credit to cover its Non-FTR Potential Exposure.

This policy also sets forth: (i) the basis for establishing the individual Total Credit Limit that will be imposed on an Applicant and/or Tariff Customer in order to minimize the possibility of failure of payment for services rendered pursuant to the Agreements and (ii) various obligations and requirements the violation of which will result in a Default pursuant to this policy, this Tariff and the Agreements.

The Transmission Provider shall administer and implement the terms of this Credit Policy.

APPLICABILITY:

This policy applies to all Applicants and Tariff Customers who take Transmission Service under this Tariff, utilize services or participate in the Energy and Operating Reserve Markets, hold FTRs, ARRs or otherwise participate in Market Activities under Module C of this Tariff or RAR activities. This policy also applies to Reliability Coordination Customers, and Congestion Management Customers that take service under Module F of this Tariff.

NOTICE:

All written notifications by the Transmission Provider under this policy shall be in accordance with Section 7.18 of this Tariff. Notifications to Applicants and/or Tariff Customers will be sent to their credit contact(s).

IMPLEMENTATION:

I. CREDIT EVALUATION

Each Applicant will be subject to a complete credit evaluation in order for the Transmission Provider to determine financial strength and creditworthiness and to establish an Unsecured Credit Allowance, if appropriate. Any Unsecured Credit Allowance will only be applicable to non-FTR credit requirements. The Transmission Provider will identify any necessary Financial Security requirements and establish a Total Credit Limit for each Applicant and/or Tariff Customer. All FTR credit requirements must be satisfied with Financial Security. In addition, the Transmission Provider will perform follow-up credit evaluations on at least an annual basis. *See* Section I.B of this Credit Policy entitled “Ongoing Credit Evaluation” for further information.

If a Corporate Guaranty is being utilized to establish credit for an Applicant and/or Tariff Customer, the Guarantor will be evaluated and the Unsecured Credit Allowance granted, if any, based on the financial strength and creditworthiness of the Guarantor. Any utilization of a Corporate Guaranty will only be applicable to non-FTR credit requirements and will not be applicable to cover FTR credit requirements.

A. Initial Credit Evaluation

In completing the initial credit evaluation, the Transmission Provider will consider:

1) Rating Agency Reports

In evaluating financial strength and creditworthiness, the Transmission Provider will review Rating Agency reports. The focus of the review will be on an entity's unsecured, senior long-term debt ratings. If unsecured, senior long-term debt ratings are not available the Transmission Provider may consider Issuer Ratings. The Transmission Provider will also evaluate financial strength and creditworthiness based on financial statements and other information as described below. The same quantitative and qualitative factors will be used to evaluate entities whether or not they have rated debt.

2) Financial Statements and Related Information

Applicants must submit audited financial statements for the three (3) fiscal years most recently ended, or the period of existence of the Applicant, if shorter. If requested by Transmission Provider, Applicants must submit financial statements for each completed fiscal quarter of the current fiscal year.

The information should include, but not be limited to, the following:

a. If publicly traded:

If the above information is available through the Internet, the Applicant may provide a letter stating where such information can be located and retrieved by the Transmission Provider. If an Applicant files Form 10-K, Form 10-Q or Form 8-K with the SEC, then the Applicant has satisfied the requirement of indicating to the Transmission Provider where the information in this Section I.A.2(a) can be located through the Internet. For certain Applicants, some of the above financial submittals may not be applicable, and alternate requirements may be specified by the Transmission Provider.

In the credit evaluation of cooperatives, government agencies and municipalities, the Transmission Provider may request additional information as part of the overall financial review process and will consider other relevant factors in determining financial strength and creditworthiness.

3) References

If deemed necessary by Transmission Provider, each Applicant is to provide at least one (1) bank and three (3) Significant Trade References.

4) Litigation, Commitments and Contingencies

Each Applicant is also required to identify and provide information as to any known pending or, to the knowledge of any such Applicant's directors, officers or general counsel, threatened litigation, arbitrations, investigations, proceedings, commitments, contingencies, or liabilities that is Material or would be Material if adversely determined, as well as any prior bankruptcy declarations or petitions by or against the Applicant, its

predecessors, subsidiaries or Affiliates, or any Material defalcations or fraud by or involving the Applicant, its predecessors, subsidiaries or Affiliates, or any of their respective assets, if any. These disclosures shall be made by Applicant upon application, and promptly upon any initiation or change with respect to any of the above matters. The Applicant shall resubmit and update such information at least annually thereafter, or as requested by the Transmission Provider.

5) Other Disclosures

Each Applicant is required to disclose any Affiliates that are Tariff Customers and/or Applicants of the Transmission Provider. Each Applicant is also required to disclose the existence of any ongoing investigations by the SEC, the Commission, or any other governing, regulatory, or standards body. These disclosures shall be made by all Applicants upon application, and promptly upon any initiation or change with respect to any of the above matters. The Applicant shall resubmit and update such information at least annually thereafter, or as requested by the Transmission Provider.

6) Public Sector Adjustments to the Unsecured Credit Allowance

Calculation and Municipality Security Interest in Accounts

Receivable Exemption to Qualify as a Category A Tariff Customer

- a) **Municipality or Joint Action Agency:** A municipality or Joint Action Agency requesting (i) its suggested Unsecured Credit

Allowance calculation reflect as equity the outstanding balance of Revenue Bonds issued by the Applicant when such Revenue Bonds are issued solely in support of the Applicant's role as power supply agent for not-for-profit electric distribution utilities, and/or (ii) an exemption for granting a first priority security interest a Receivable Security Interest for the purpose of qualifying as a Category A Tariff Customer, as defined in Section II.G of this Credit Policy, must provide the Transmission Provider with the following information:

Management representation letter stating:

- (i) Principal amount, in dollars, of Revenue Bonds outstanding;
- (ii) Prior to default and after default, debt service on the Revenue Bonds is payable only after operating expenses are paid;
- (iii) Amounts payable to the Transmission Provider for transmission and energy and ancillary services under this Tariff are operating expenses for purposes of the Revenue Bonds; and
- (iv) The trustee for the Revenue Bonds has a valid and binding security interest in the revenues or net revenues from the power supply contracts to secure payment of the Revenue

Bonds and the Applicant has not granted any lien thereon prior to the lien of the bond resolution.

Opinion of counsel stating:

- (i) The power supply contracts are binding obligations of the Applicant enforceable in accordance with their terms;
- (ii) The trustee of the Revenue Bonds has a valid and binding security interest in, or assignment and pledge of, the revenues or net revenues from the power supply contracts to secure payment of the Revenue Bonds;
- (iii) The resolution or other document creating the security interest or pledge and providing for the priority of payment is enforceable in accordance with its terms;
- (iv) Prior to default and after default, debt service on the Revenue Bonds is payable only after operating expenses are paid; and
- (v) Amounts payable to the Transmission Provider for transmission and energy and ancillary services under this Tariff are operating expenses for purposes of the Revenue Bonds.
- (vi) All Rating Agency ratings on Revenue Bond(s).

The opinion of counsel referenced above shall be provided to the Transmission Provider together with copies of the most recent written

opinions of counsel, if any, for each member of the Applicant that relate to the enforceability of the power supply contract(s).

b) Electric Generation and Transmission Cooperatives:

An Electric Generation and Transmission Cooperative (Coop) with a Composite Credit Score between 1.00 and 3.99 as determined by the Transmission Provider's credit scoring model requesting its suggested Unsecured Credit Allowance calculation reflect as equity fifteen percent (15%) of its long-term debt as stated on its most recently audited year-end financial statement must provide the Transmission Provider with a Sample Membership Agreement and a:

Management representation letter stating:

- (i) The Sample Membership Agreement is the document which establishes the rights and obligations between the Coop and its members. The Sample Membership Agreement is the same agreement executed by the Coop and each of its members;
- (ii) The duration of the membership agreement(s) equals or exceeds the duration of the Coop's long-term debt obligations;
- (iii) The Coop and each of its members are in compliance with all of their respective debt covenants;

- (iv) The consolidated Tangible Net Worth of all of the Coop's members;
- (v) The Coop has the ability to set rates or has a formula driven rate tariff in place;
- (vi) The Coop's purchases from the Transmission Provider are covered by the fuel adjustment and/or purchased power clauses contained within the executed membership agreements and are included in the calculation of the Coop's rate structure; and
- (vii) The Sample Membership Agreement covers all operating, finance and capital expenditures incurred by the Coop.

7) Initial value of the Total Potential Exposure for credit monitoring purposes.

The initial value for an Applicant's or Tariff Customer's Total Potential Exposure shall be determined in accordance with the formulas in this Section I.A.7. Additionally, Transmission Provider may request and consider supplemental information in determining an Applicant's initial value of Total Potential Exposure.

a) Estimated Peak Load Data Requirement

Each Applicant will present to Transmission Provider staff its estimated annual peak load for Network Integration Transmission

Service by Point of Delivery and its estimated amount of reserved Capacity for Point-To-Point Transmission Service by Point of Delivery.

b) Initial Value of Total Potential Exposure Associated with Transmission Service and Schedule 26-A Charges

A calculation using the information provided and applicable Transmission Service rates for each month of service creates the initial value of Total Potential Exposure component associated with Transmission Service needed for credit monitoring purposes. For the initial value of Total Potential Exposure associated with Schedule 26-A charges the Applicant's estimated peak Monthly Net Actual Energy Withdrawal (excluding those Monthly Net Actual Energy Withdrawals provided under GFAs), and Export Schedules and Through Schedules be applied to the current year's indicative MVP Usage Rate (\$/MWh).

c) Initial Value of Total Potential Exposure Associated with Energy and Operating Reserve purchases and Energy and Operating Reserve supply

The following calculations will be used to determine the initial value of the Total Potential Exposure component associated with Energy and Operating Reserve purchases and Energy and Operating Reserve supply needed for credit monitoring purposes:

- (i) For Energy and Operating Reserve purchase exposure, the formula is:

The estimated peak load (MWh purchase requirement for a given hour) x 600 hours x the average historical Day-Ahead price for the preceding three (3) month period.

- (ii) (A) For Energy and Operating Reserve supply exposure for all entities other than ARCs, the formula is:

The maximum MWh capacity of generating unit(s) x 600 hours x the average historical Day-Ahead price for the preceding three (3) months x five percent (5%).

(B) For Energy and Operating Reserve supply exposure for ARCs the formula is:

The maximum MWh capacity of demand resource(s) x 304 hours x the average historical Day-Ahead price for the preceding three (3) months x five percent (5%).

For both (A) and (B) a value of \$26.00 per MWh will be used as the value for the historical Day-Ahead price until changed. A new value will be calculated and made effective September 1, 2009, and every three (3) months thereafter.

d) Initial Value of Total Potential Exposure Associated with Virtual Transactions

Each Applicant that intends to participate in any Virtual Transactions will notify the Transmission Provider staff of its desired Virtual MWh Limit. The desired Virtual MWh Limit will be used to determine the initial value of Total Potential Exposure component associated with Virtual Transactions.

e) FTR Auction Designation

Each Applicant that intends to submit FTR Offers or FTR Bids in an FTR Auction will notify the Transmission Provider staff of its desired FTR Auction Credit Allocation. The desired FTR Auction Credit Allocation will be considered when calculating the initial value of FTR Obligations. As with all other FTR-related credit requirements, the FTR Auction Credit Allocation *must* be covered by Financial Security. The amount of Financial Security to be allocated to support participation in the FTR Auction is addressed in Section IV.B of this Credit Policy.

f) Initial Value of Total Potential Exposure Associated with RAR charges

Each Applicant that intends to participate in the Planning Resource Auction will notify Transmission Provider staff of the ZRCs it intends to procure in the auction. The intended level of ZRCs may be used to determine the initial value of Total Potential Exposure component associated with RAR.

g) Other Information

Each Applicant will submit such additional information requested by the Transmission Provider necessary to calculate the Applicant's Total Potential Exposure.

8) Unreasonable Credit Risk

The Transmission Provider may require additional Financial Security, or reject an application, if the Applicant is determined by the Transmission Provider to present an unreasonable credit risk.

Unreasonable credit risk may be identified based on, but not limited to, the material provided in the customer's application including responses to Exhibit VI. Additional Financial Security will reflect the proportional increase in credit risk to MISO administered markets.

An example of unreasonable credit risk may be determined by but not limited to market manipulation, a history of market manipulation, a material financial default, or a history of material financial defaults. The Transmission Provider will work with the Tariff Customer when determining unreasonable credit risk.

9) Re-entry of Defaulting Tariff Customer

In addition to the provisions for curing a Tariff Customer default contained elsewhere in the Tariff, a Tariff Customer whose previous default resulted in a loss to the MISO administered market must cure such default by payment to the Transmission Provider of all outstanding and unpaid obligations, as well as meet

all Tariff Customer requirements for market participation. The Transmission Provider will evaluate relevant factors to determine if an entity seeking to participate in the MISO administered markets under a different name, affiliation, or organization, should be treated as the same Tariff Customer that experienced the previous default under this provision. Such factors may include, but are not limited to, the interconnectedness of the business relationships, overlap in relevant personnel, similarity of business activities, overlap of customer base, and the business engaged in prior to the attempted re-entry.

B. Ongoing Credit Evaluation

On at least an annual basis, the Transmission Provider will perform follow-up credit evaluations on each Tariff Customer. In completing the credit evaluation, the Transmission Provider will consider:

1) Rating Agency Reports

In evaluating financial strength and creditworthiness, the Transmission Provider will review Rating Agency reports. The focus of the review will be on an entity's unsecured, senior long-term debt ratings. If unsecured, senior long-term debt ratings are not available the Transmission Provider may consider Issuer Ratings. The Transmission Provider will also evaluate financial strength and creditworthiness based on financial statements and other information as described below. The same

quantitative and qualitative factors will be used to evaluate entities whether or not they have rated debt.

2) Financial Statements and Related Information

Each Tariff Customer with an Unsecured Credit Allowance, each Guarantor under a Corporate Guaranty accepted by the Transmission Provider for the benefit of the Tariff Customer, and each Affiliate of each Guarantor for whose benefit such Guarantor provided a Corporate Guaranty accepted by the Transmission Provider (“Guaranteed Affiliate”) must submit, or cause to be submitted, the following:

- a.** Audited annual financial statements by June 30th of each year or no later than one hundred twenty (120) days after such entity’s fiscal year end; and
- b.** If requested by Transmission Provider, quarterly financial statements promptly upon their issuance, but no later than sixty (60) days after the end of each fiscal quarter of such entity.

The information should include, but not be limited to, the following:

- a.** If publicly traded:
 - i.** Annual reports on Form 10-K, together with any amendments thereto;
 - ii.** If requested by Transmission Provider, quarterly reports on Form 10-Q, together with any amendments thereto; and

In the credit evaluation of cooperatives, government agencies and municipalities, the Transmission Provider may request additional information as part of the ongoing financial review process and will consider other relevant factors in determining financial strength and creditworthiness.

3) Material Changes

Each Tariff Customer is responsible for informing the Transmission Provider, in writing, of any Material Change in its financial condition (or the financial condition of its Guarantor or any Guaranteed Affiliates) within five (5) Business Days of the occurrence of the Material Change. If a Tariff Customer, Guarantor or Guaranteed Affiliate files Form 10-K, Form 10-Q or Form 8-K with the SEC, then the entity has satisfied the requirement to inform the Transmission Provider in writing of any Material Change described in such filing.

For the purpose of this policy, a Material Change in financial condition includes, but is not limited to, the following:

- a. A downgrade of any debt rating or Issuer Rating;
- b. A change in the outlook of any debt rating or Issuer Rating;
- c. Being placed on a credit watch with negative implication by a Rating Agency;
- d. A bankruptcy filing;
- e. Insolvency;

- f. The filing of a lawsuit or initiation of an arbitration, investigation or other proceeding which could have a Material adverse effect on any current or future financial results or financial condition;
- g. Any changes in financial condition which, individually, or in the aggregate, are Material;
- h. Any adverse changes, events or occurrences which, individually or in the aggregate, could affect the ability of the entity to pay its debts as they become due or could have a Material adverse effect on any current or future financial results or financial condition;
- i. Disclosure of conflict of interest issues;
- j. Resignation or removal of a key officer or director;
- k. A significant increase in credit default swap (CDS) spread; or
- l. A significant decrease in market capitalization.

Upon identification of a Material Change, the financial strength and creditworthiness of the Tariff Customer may be reevaluated by the Transmission Provider. Such reevaluation may result in a requirement for the Tariff Customer to provide Financial Security or additional Financial Security, as the case may be. If applicable, the Transmission Provider will notify the Tariff Customer in writing upon completion of the reevaluation of the need for Financial Security, if any. The Tariff Customer will have two (2) Business Days from receipt of written notification to provide the required Financial Security, in an amount and form approved by the Transmission Provider.

4) Litigation, Commitments, and Contingencies

Each Tariff Customer is required to identify and provide information as to any known pending or, to the knowledge of any of such Tariff Customer's directors, officers or general counsel, threatened litigation, arbitrations, investigations, proceedings, commitments, contingencies or liabilities with respect to the Tariff Customer, the Guarantor, the Guaranteed Affiliates, their respective predecessors, subsidiaries or Affiliates that is Material or would be Material if adversely determined, as well as any prior bankruptcy declarations or petitions by or against the Tariff Customer, the Guarantor, the Guaranteed Affiliates or their respective predecessors, subsidiaries or Affiliates, or any Material defalcations or fraud by or involving any assets of the Tariff Customer, the Guarantor, the Guaranteed Affiliates, or their respective predecessors, subsidiaries or Affiliates, if any. These disclosures shall be made promptly upon any initiation or change with respect to any of the above matters. If a Tariff Customer, Guarantor or Guaranteed Affiliate files Form 10-K, Form 10-Q or Form 8-K with the SEC, then the entity has satisfied the requirement to inform Transmission Provider in writing of any such information disclosed in such filing. The Tariff Customer shall resubmit and update such information at least annually, or as requested by the Transmission Provider.

5) Other Disclosures

Each Tariff Customer is required to disclose any Affiliates that are currently Tariff Customers or are applying to be Tariff Customer. Each Tariff Customer is

also required to disclose the existence of any ongoing investigations of Tariff Customer, Guarantor or any Guaranteed Affiliate by the SEC, the Commission, or any other governing, regulatory, or standards body. These disclosures shall be made promptly upon any initiation or change with respect to any of the above matters. If a Tariff Customer, Guarantor or Guaranteed Affiliate files Form 10-K, Form 10-Q or Form 8-K with the SEC, then the entity has satisfied the requirement to inform the Transmission Provider in writing of any investigation disclosed in such filing. The Tariff Customer shall resubmit and update such information at least annually, or as requested by the Transmission Provider.

6) Public Sector Adjustments to the Unsecured Credit Allowance Calculation

Municipality or Joint Action Agency:

A Tariff Customer that initially qualified to have its suggested Unsecured Credit Allowance calculation reflect as equity the outstanding balance of Revenue Bonds issued by the Tariff Customer and/or qualified for an exemption to provide a Receivable Security Interest for the purpose of qualifying as a Category A Tariff Customer, and is requesting to continue to have its suggested Unsecured Credit Allowance calculation reflect as equity the outstanding balance of Revenue Bonds issued by the Tariff Customer when such Revenue Bonds are issued solely in support of the Tariff Customer's role as power supply agent for not-for-profit electric distribution utilities and/or requesting to qualify for an exemption to provide a Receivable Security Interest for the purpose of qualifying as a Category

A Tariff Customer, must at all times comply with the following information reporting requirements:

- (a) The Tariff Customer must advise the Transmission Provider of the principal amount of Revenue Bonds outstanding on an annual basis;
- (b) The Tariff Customer must advise the Transmission Provider within ten (10) days if the principal amount of the Revenue Bonds outstanding is reduced by more than twenty percent (20%) from the amount last certified by the Tariff Customer;
- (c) The Tariff Customer must advise the Transmission Provider immediately if the security interest of the trustee is released or the Tariff Customer grants any lien prior to the lien of the bond resolution; and
- (d) The Tariff Customer must advise the Transmission Provider within ten (10) days of any downgrade of any of the Tariff Customer's Revenue Bond ratings issued by a Rating Agency.

7) Electric Generation and Transmission Cooperatives:

A Coop with a current Composite Credit Score between 1.00 and 3.99 as determined by the Transmission Provider's credit scoring model that is requesting to continue to have its suggested Unsecured Credit Allowance calculation reflect as equity fifteen percent (15%) of its long-term debt as stated on its current year-end audited financial statement, must at all times comply with the following information reporting requirements, by stating the following:

- (a) The Sample Membership Agreement initially provided to the Transmission Provider in connection with its request for an Unsecured Credit Allowance continues to be the document which establishes the rights and obligations between the Coop and its members;
- (b) In the alternative, the Coop will advise the Transmission Provider of any changes to the Sample Membership Agreement previously provided and provide a redlined copy of the Sample Membership Agreement highlighting the changes;
- (c) The duration of the Sample Membership Agreement(s) equals or exceeds the duration of all of the Coop's long term debt obligations;
- (d) The Coop and each of its members are in compliance with all of their respective debt covenants;
- (e) The consolidated Tangible Net Worth of all of the Coop's members;
- (f) The Coop has the ability to set rates or has a formula driven rate tariff in place;
- (g) The Coop's purchases from the Transmission Provider are covered by the fuel adjustment and/or purchased power clauses and included in the Coop's rate structure; and
- (h) The Sample Membership Agreement covers all operating, finance and capital expenditures incurred by the Coop.

8) Unreasonable Credit Risk:

The Transmission Provider may require additional Financial Security, or suspend the Tariff Customer, if the Tariff Customer is determined by the Transmission Provider to present an unreasonable credit risk. Unreasonable credit risk may be identified based on, but not limited to, the material provided in the customer's ongoing credit evaluation including responses to Exhibit VI. A Tariff Customer may be suspended, in accordance with Sections 7.16(a)(1)(ii) and 7.16(a)(2) of the Tariff, from participating in the Transmission Provider's Energy and Operating Reserve Markets and from requesting any future Markets and Services unless and until Tariff Customer is determined not to present unreasonable credit risk. Additional Financial Security will reflect the proportional increase in credit risk to MISO administered markets.

An example of unreasonable credit risk may be determined by but not limited to market manipulation, a history of market manipulation, a material financial default, or a history of material financial defaults.

The Transmission Provider will work with the Tariff Customer when determining unreasonable credit risk.

II. CREDITWORTHINESS AND TOTAL CREDIT LIMIT

A. Evaluation of Creditworthiness

A Composite Credit Score will be generated from the Transmission Provider's review and analysis of the information obtained through the initial and ongoing credit evaluation process described in Section I of this Credit Policy. Key factors in the scoring process include, but are not limited to, Rating Agency ratings, financial

statements, if deemed necessary, and Significant Trade References. The Transmission Provider will consistently apply the credit scoring process described in Section II.A of this Credit Policy in determining Composite Credit Scores.

1) Composite Credit Score – Public Power Sector

The Public Power Sector analysis will be comprised of a Quantitative and Qualitative analysis. Each analysis is then weighted as shown below to build a total composite score.

Analysis	Weight
Quantitative Score	40%
Qualitative Score	60%

Quantitative Score (40%)

The Quantitative Score is developed by evaluating and weighting the seven (7) financial metrics listed in the table below.

Public Power Financial Metric	Weight
Days Cash/SGA + Interest Expense	20%
Debt Service Coverage	15%
Equity/Total Assets	15%
Times Interest Earned	15%
Cash/Current Liabilities	15%
CFFO/Total Debt	10%
Capex/Sales	10%

The calculated measures are compared to a set of industry benchmarks appropriate for Public Power Market Participants to assign a score within six distinct quality levels ranging from 1.00 to 6.99. These scores are then assigned a weighting to calculate a total Quantitative Score.

A score of 1.00 indicates that the Tariff Customer has strong financial health with regard to the relevant measure, while a score of 6.99 indicates poor financial health with regard to the relevant measure.

Note: There are 100 basis points within each scoring range. The one (1) range represents scores from 1.00 to 1.99 while the six (6) range represents scores from 6.00 to 6.99.

Within each quality level, fractional scores are computed linearly from the defined boundaries. For example, a Times Interest Earned value of 1.85 (refer to the Public Power Financial Benchmarks table below) would result in a score of 1.67 because it is between the low and high ends of the 1.00 to 1.99 quality level range.

Public Power Ratios

Days Cash / Selling General & Administrative Expense (SGA) + Interest Expense = (Cash + Cash Equivalents + Short Term Investments) * 360 days / (SGA + Operating + Maintenance + R&D Expenses + Interest Expense)

Debt Service Coverage = (Operating Income (Loss) + Depreciation + Amortization) / (Short Term Debt + Current Portion of Long Term Debt and Capital Leases + Interest Expense)

Equity / Total Assets = Net Worth / Total Assets

Times Interest Earned = (Net Income (Loss) + Interest Expense + Income Taxes) / Interest Expense

Cash / Current Liabilities = (Cash + Cash Equivalents + Short Term Investments) / Current Liabilities

Cash Flow from Operations (CFFO) / Total Debt = Net Cash Provided from Operations / (Short Term Debt + Current Portion of Long Term Debt and Capital Leases + Long Term Debt and Capital Leases + Subordinated Loans)

Capital Expenditures (Capex)/ Sales = Capital Expenditures / Total Revenue

Tangible Net Worth = Total Equity – Restricted Cash – Intangible Assets – Goodwill – Investment in High Risk Affiliates – Receivables from High Risk Affiliates – Net Value of Long Term Trading Book – Nuclear Decommissioning Fund.

Public Power Financial Benchmarks

Days Cash/SGA + Financial Expense			Cash/Current Liabilities		
From	To	Rank	From	To	Rank
677	730	1.00 to 1.99	94.16	143.89	1.00 to 1.99
328	676	2.00 to 2.99	54.08	94.15	2.00 to 2.99
194	327	3.00 to 3.99	42.15	54.07	3.00 to 3.99
108	193	4.00 to 4.99	26.75	42.14	4.00 to 4.99
19	107	5.00 to 5.99	4.70	26.74	5.00 to 5.99
0	18	6.00 to 6.99	0.01	4.69	6.00 to 6.99
Debt Service Coverage			CFFO/Total Debt		
From	To	Rank	From	To	Rank
1.51	1.80	1.00 to 1.99	0.24	0.35	1.00 to 1.99
1.21x	1.50	2.00 to 2.99	0.13	0.23	2.00 to 2.99
0.91	1.20	3.00 to 3.99	0.10	0.12	3.00 to 3.99
0.61	0.90	4.00 to 4.99	0.07	0.09	4.00 to 4.99
0.31	0.60	5.00 to 5.99	0.04	0.6	5.00 to 5.99
0.01	0.30	6.00 to 6.99	0.01	0.03	6.00 to 6.99
Equity/Total Assets			Capex/Sales		
From	To	Rank	From	To	Rank
0.55	0.83	1.00 to 1.99	42.68	66.36	1.00 to 1.99
0.37	0.54	2.00 to 2.99	16.11	42.67	2.00 to 2.99
0.21	0.36	3.00 to 3.99	9.14	16.10	3.00 to 3.99
0.17	0.20	4.00 to 4.99	6.92	9.13	4.00 to 4.99
0.13	0.16	5.00 to 5.99	2.06	6.91	5.00 to 5.99
0.01	0.12	6.00 to 6.99	0.01	2.05	6.00 to 6.99

Times Int Earned

From	To	Rank
1.56	2.00	1.00 to 1.99
1.26	1.55	2.00 to 2.99
0.96	1.25	3.00 to 3.99
0.66	0.95	4.00 to 4.99

0.36	0.65	5.00 to 5.99
0.01	0.35	6.00 to 6.99

Qualitative (60%)

The qualitative score will assess all non-financial measure information about a Tariff Customer’s financial health. The qualitative analysis will take into account a variety of information, but at a minimum will include the assessment of the following characteristics of each Public Power Tariff Customer:

- (i) the ability to set rates without seeking regulatory approval;
- (ii) the financial protections afforded unsecured creditors contained in the contracts and other legal documents related to the formation and governance of public power entities;
- (iii) the number and composition of members or customers of the entity;
- (iv) the exposure to energy price risk for Load served by the entity;
- (v) Rating Agency ratings assigned to unsecured debt; and
- (vi) other non-financial measures of creditworthiness.

To illustrate, assume the following for a Public Power Tariff Customer:

Public Power Qualitative Score = 2.0

Quantitative Metrics:

Metrics	Value	Rank	Weight	Score
Days Cash / SGA + Financial Expense	184	4.10	20%	0.82
Debt Service Coverage	6.22	1.00	15%	0.15
Equity / Total Assets	0.13	5.99	15%	0.90
Times Int. Earned	1.85	1.67	15%	0.25
Cash / Current Liabilities	90.70	2.08	15%	0.31
CFFO / Total Debt	0.30	1.46	10%	0.15
Capex / Sales	3.34	5.73	10%	0.57

Quantitative Score 3.15

Public Power Composite Score = (60% x 2.0) + (40% x 3.15) = 2.46

2) Composite Credit Score – Non-Public Power Sector

A Non-Public Power Composite Score shall be derived for each Tariff Customer that does not meet the definition of Public Power as defined in Module A. The Non-Public Power Analysis will be comprised of a Quantitative and Qualitative analysis. Each analysis is then weighted as shown below to build a total composite score.

Analysis	Weight
Quantitative Score	60%
Qualitative Score	40%

Quantitative Score (60%)

There are twelve (12) financial metrics used in developing the Composite Credit Score for Non-Public Power companies. These individual metrics are grouped into one of three main analytical components. The weighted scores for the individual metrics form the score for each of the three major components reviewed.

The component scores are then weighted to develop the total Quantitative score. The three major components and the weightings assigned to their respective scores are as follows:

Liquidity: 30%

Leverage: 20%

Performance: 50%

The individual metrics reviewed to develop each of the component scores are detailed in the table below.

Liquidity (30%)	
Metric	Weight
EBITDA / Interest Exp	25%
Cash Earnings / Debt Service	35%
Free Cash Flow / Total Debt	30%
Quick Ratio	10%

Leverage (20%)	
Metric	Weight
Debt / Total Capitalization	35%
Short Term Debt / Total Debt	15%
Debt / Net Fixed Assets	25%
Debt / TNW	25%

Performance (50%)	
Metric	Weight
Return on Sales %	25%
Return on Assets %	25%
Operating Margin %	25%
Return on Equity %	25%

The calculated measures are compared to a set of industry benchmarks appropriate for Non-Public Power Tariff Customers to assign a score within six distinct quality levels ranging from 1.00 to 6.99.

A score of 1.00 indicates that the Tariff Customer has strong financial health with regard to the relevant measure, while a score of 6.99 indicates poor financial health with regard to the relevant measure.

Note: There are 100 basis points within each scoring range. The one (1) range represents scores from 1.00 to 1.99 while the six (6) range represents scores from 6.00 to 6.99.

Within each quality level, fractional scores are computed linearly from the defined boundaries.

For example, an Operating Margin of 13.10 % (refer to the Non-Public Power Financial Benchmarks table below) would result in a score of 3.41 because it is between the low and high end of the 3.00 to 3.99 quality level range.

Non-Public Power Financial Benchmarks

EBITDA / Interest Expense			Debt / Net Fixed Assets		
From	To	Rank	From	To	Rank
7.00	9.00	1.00 to 1.99	0.29	0.01	1.00 to 1.99
5.00	6.99	2.00 to 2.99	0.50	0.30	2.00 to 2.99
3.00	4.99	3.00 to 3.99	0.70	0.51	3.00 to 3.99
2.00	2.99	4.00 to 4.99	0.89	0.71	4.00 to 4.99
1.00	1.99	5.00 to 5.99	0.99	0.90	5.00 to 5.99
0.00	0.99	6.00 to 6.99	2.00	1.00	6.00 to 6.99
Cash Earnings / Debt Service			Debt / Tangible Net Worth		
From	To	Rank	From	To	Rank
6.00	8.00.0	1.00 to 1.99	0.50	0.01	1.00 to 1.99
4.00	5.99	2.00 to 2.99	0.99	0.51	2.00 to 2.99
1.01	3.99	3.00 to 3.99	1.99	1.00	3.00 to 3.99
0.70	1.00	4.00 to 4.99	3.99	2.00	4.00 to 4.99
0.31	0.69	5.00 to 5.99	6.99	4.00	5.00 to 5.99
0.00	0.30	6.00 to 6.99	12.99	7.00	6.00 to 6.99
Free Cash Flow / Total Debt			Return on Sales (%)		
From	To	Rank	From	To	Rank
0.33	0.50	1.00 to 1.99	12.01	16.00	1.00 to 1.99
0.12	0.32	2.00 to 2.99	8.00	12.00	2.00 to 2.99
0.08	0.11	3.00 to 3.99	5.00	7.99	3.00 to 3.99
0.05	0.07	4.00 to 4.99	3.00	4.99	4.00 to 4.99
0.03	0.04	5.00 to 5.99	2.00	2.99	5.00 to 5.99
0.00	0.02	6.00 to 6.99	0.01	1.99	6.00 to 6.99
Quick Ratio			Return on Assets (%)		
From	To	Rank	From	To	Rank
1.00	1.25	1.00 to 1.99	5.00	6.00	1.00 to 1.99
0.60	0.99	2.00 to 2.99	4.00	4.99	2.00 to 2.99
0.53	0.59	3.00 to 3.99	3.00	3.99	3.00 to 3.99
0.40	0.52	4.00 to 4.99	2.00	2.99	4.00 to 4.99
0.28	0.39	5.00 to 5.99	1.00	1.99	5.00 to 5.99
0.00	0.27	6.00 to 6.99	0.01	0.99	6.00 to 6.99
Debt / Total Capitalization			Operating Margin (%)		
From	To	Rank	From	To	Rank
0.42	0.01	1.00 to 1.99	23.01	30.00	1.00 to 1.99
0.48	0.43	2.00 to 2.99	16.00	23.00	2.00 to 2.99
0.53	0.49	3.00 to 3.99	9.00	15.99	3.00 to 3.99
0.56	0.54	4.00 to 4.99	5.00	8.99	4.00 to 4.99
0.61	0.57	5.00 to 5.99	1.00	4.99	5.00 to 5.99
0.70	0.62	6.00 to 6.99	0.01	0.99	6.00 to 6.99
Short Term Debt / Total Debt			Return on Equity (%)		
From	To	Rank	From	To	Rank
0.04	0.01	1.00 to 1.99	10.00	15.00	1.00 to 1.99
0.09	0.05	2.00 to 2.99	5.00	9.99	2.00 to 2.99
0.24	0.10	3.00 to 3.99	3.00	4.99	3.00 to 3.99
0.49	0.25	4.00 to 4.99	2.00	2.99	4.00 to 4.99
0.74	0.50	5.00 to 5.99	1.00	1.99	5.00 to 5.99
1.00	0.75	6.00 to 6.99	Below	0.99	6.00 to 6.99

Non-Public Power Ratios

EBITDA / Interest Expense = (Operating Income + Depreciation + Amortization) / Interest Expense.

Cash Earnings / Debt Service (Net Income (Loss) + Depreciation + Amortization + Other Non Cash P&L Items (such as: Loan Loss Provision, Other Operating Cash Flows, Investment Securities (Gain/Loss), Loans (Gains/Losses), Deferred Taxes, Accounting Changes, Discontinued Operations, Extraordinary & Unusual Items, Purchased R&D, Equity in Net Earnings of Ventures) + Financial Expense - Cash Dividends Paid) / (Short Term Debt + Current Portion of Long Term Debt & Capital Leases + Financial Expense)

Free Cash Flow (FCF) / Total Debt = (Net Cash Provided by Operations + Capital Expenditures + Cash Dividends Paid) / (Short Term Debt + Current Portion of Long Term Debt and Capital Leases + Long Term Debt and Capital Leases + Subordinated Loans + Mandatory Redeemable Preferred Stock).

Quick Ratio = (Cash + Cash Equivalents + Short Term investments + Total Receivables (Net) + Marketable Securities + Certificate of Deposits + Trading Account Assets) / Current Liabilities

Debt / Total Cap = (Short Term Debt + Current Portion of Long Term Debt and Capital Leases + Long Term Debt and Capital Leases + Subordinated Loans + Mandatory Redeemable Preferred Stock) / (Net Worth + Short Term Debt + Current Portion of Long Term Debt and Capital Leases + Long Term Debt and Capital Leases + Subordinated Loans + Mandatory Redeemable Preferred Stock).

Short Term Debt / Total Debt = (Short Term Debt + Current Portion of Long Term Debt and Capital Leases) / (Short Term Debt + Current Portion of Long Term Debt and Capital Leases + Long Term Debt and Capital Leases + Subordinated Loans + Mandatory Redeemable Preferred Stock)

Debt / Net Fixed Assets = (Short Term Debt + Current Portion of Long Term Debt and Capital Leases + Long Term Debt and Capital Leases + Subordinated Loans + Mandatory Redeemable Preferred Stock) / (Fixed Assets + Property, Plant & Equipment)

Tangible Net Worth = Total Equity – Restricted Cash – Intangible Assets – Goodwill – Investment in High Risk Affiliates – Receivables from High Risk Affiliates – Net Value of Long Term Trading Book – Nuclear Decommissioning Fund.

Debt / TNW = (Short Term Debt + Current Portion of Long Term Debt and Capital Leases + Long Term Debt and Capital Leases + Subordinated Loans + Mandatory Redeemable Preferred Stock) / Tangible Net Worth

Return on Sales (%) = Net Income or Loss / Total Revenues times 100

Return on Assets (%) = Net Income or Loss / Total Assets times 100

Operating Margin (%) = Operating Income or Loss / Total Revenues times 100

Return on Equity (%) = Net Income or Loss / Net Worth times 100

Qualitative (40%)

The qualitative score will assess all non-financial measure information about a Tariff Customer's financial health. The qualitative analysis will take into account a variety of information, but at a minimum will include the assessment of the following characteristics of each Non-Public Tariff Customer:

- (i) the ability to set rates without seeking regulatory approval;

- (ii) the financial protections afforded unsecured creditors contained in the contracts and other legal documents related to the formation and governance of non-public power entities;
- (iii) the number and composition of members or customers of the entity;
- (iv) the exposure to energy price risk for load served by the entity and/or obligations to provide power to other parties;
- (v) Rating Agency ratings assigned to unsecured debt; and
- (iv) other non-financial measures of creditworthiness

To illustrate, assume the following for a Non-Public Tariff Customer:

Non-Public Power Qualitative Score = 2.5

Quantitative Metrics:

Liquidity (30%)

Metric	Value	Rank	Weight	Score
EBITDA / Interest Exp	4.70	3.14	25%	0.79
Cash Earnings / Debt Service	1.93	3.69	35%	1.29
Free Cash Flow / Total Debt	0.10	3.66	30%	1.10
Quick Ratio	0.30	5.72	10%	0.57
				3.75

Leverage (20%)

Metric	Value	Rank	Weight	Score
Debt / Total Capitalization	0.54	4.00	35%	1.40
Short Term Debt / Total Debt	0.11	3.07	15%	0.46
Debt / Net Fixed Assets	0.47	2.84	25%	0.71
Debt / Tangible Net Worth	1.21	3.21	25%	0.80
				3.37

Performance (50%)

Metric	Value	Rank	Weight	Score
Return on Sales %	5.74	3.75	25%	0.94
Return on Assets %	1.82	5.16	25%	1.29
Operating Margin %	13.10	3.41	25%	0.85
Return on Equity %	5.78	2.84	25%	0.71
				3.79

	Weight	Indicator Score	Group Score
Liquidity	30%	3.75	1.13
Leverage	20%	3.37	0.67

Performance	50%	3.79	1.90
		Financial Score	3.70

Non-Public Power Composite Score = (40% x 2.5) + (60% x 3.70) = 3.22

B. Unsecured Credit Allowance

The credit scoring model converts the Composite Credit Score to a suggested Unsecured Credit Allowance through a three step process:

STEP ONE:

Convert the Tariff Customer’s Composite Credit Score to a percentage value:

Table 1 below contains a matrix which converts the Composite Credit Score to a percentage value. The Tariff Customer’s Tangible Net Worth (as adjusted for Revenue Bonds and the 15% Debt Adder if applicable) is then multiplied by this percentage value to determine an initial Unsecured Credit Allowance.

**Table 1
 Percent of Tangible Net**

Composite Credit Score	Non-Public Power	Public Power
1.00 to 1.66	10.0%	12.0%
1.67 to 2.00	9.0%	11.0%
2.01 to 2.33	8.0%	10.0%
2.34 to 2.66	7.0%	9.0%
2.67 to 3.00	6.0%	8.0%
3.01 to 3.33	5.0%	7.0%
3.34 to 3.66	4.0%	6.0%
3.67 to 4.00	3.0%	5.0%
4.01 to 4.33	2.0%	3.5%
4.34 to 4.66	1.0%	2.0%
4.67 to 5.00	0.5%	1.0%
5.01 to 6.00	0.0%	0.0%

STEP TWO: Compare the Tariff Customer's Composite Credit Score to the values contained in Table 2 (the Credit Cap Table) to determine the credit cap amount.

Table 2: Credit Cap Table

Composite Score Range		Unsecured Credit Cap
0.01	4.39	\$50,000,000
4.40	4.79	\$37,500,000
4.80	6.99	\$0

STEP THREE: Determine whether the final Unsecured Credit Allowance determined in Step 1 is capped at the amount determined in Step 2. The final suggested Unsecured Credit Allowance for a Tariff Customer is the lesser of:

the amount determined by applying the percentage value from Table 1 to the Tariff Customer's adjusted Tangible Net Worth (as determined in Step 1)

OR

the amount determined by the applying the Tariff Customer's Composite Credit Score to Table 2 (the Credit Cap Table) detailed above (as determined in Step 2).

EXAMPLE FOR A PUBLIC POWER MARKET PARTICIPANT:

To illustrate, a Public Power Tariff Customer with a Composite Credit Score of 3.05 and Tangible Net Worth (as adjusted for Revenue Bonds and the 15% Debt Adder if applicable) of \$998,229,111 would have a suggested Unsecured Credit Allowance computed as follows:

Step 1: Unsecured Credit Allowance = Table 1 Percentage f (Composite Credit Score) x adjusted Tangible Net Worth

$$= 7.0\% \times \$998,229,111$$

$$= \$69,876,037 \text{ (subject to credit limit cap below)}$$

Step 2: Since the Composite Credit Score of 3.05 falls in the 0.01 – 4.39 range, the Tariff Customer’s suggested Unsecured Credit Allowance would be capped at \$50,000,000 as determined using Table 2.

Step 3: The final step is to take the lower of the amount determined by applying the percentage value from Table 1 to the Tariff Customer’s adjusted Tangible Net Worth or the amount determined by Table 2 (the Credit Cap Table). The lower of the two amounts is 50,000,000 based on Table 2. Accordingly, the Unsecured Credit Allowance would be capped at \$50,000,000.

EXAMPLE FOR A NON-PUBLIC POWER MARKET PARTICIPANT:

To further illustrate, a Non-Public Tariff Customer with a Composite Credit Score of 2.58 and an adjusted Tangible Net Worth of \$4.354 billion would have a suggested Unsecured Credit Allowance computed as follows:

Step 1: Unsecured Credit Allowance = Table 1 Percentage f (Credit Score) x Tangible Net Worth

$$= 7\% \times \$4,354,000,000$$

$$= \$304,780,000$$

Step 2: The maximum Unsecured Credit Allowance based on Table 2 is \$50,000,000 (2.58 falls in the 0.01 to 4.39 range).

Step 3: Take the lower of amounts in Step 1 and Step 2. The Unsecured Credit Allowance in this example is capped at \$50,000,000.

In the event that the Tariff Customer provides a Corporate Guaranty, the Unsecured Credit Allowance is based on the financial review conducted by the Transmission Provider of the entity providing the Corporate Guaranty, with a \$50 million maximum Unsecured Credit Allowance permitted (*see* Section VI entitled “Corporate Guaranty and Forms of Financial Security” for more information).

1) Minimum Unsecured Credit Allowance

For Public Power entities, the Unsecured Credit Floor for creditworthy entities is \$250,000. For any Public Power entity for whom the product of the applicable percentage from Table 1 multiplied by the Tangible Net Worth for the Public Power entity yields an Unsecured Credit Allowance of less than \$250,000 the Unsecured Credit Floor value shall be substituted as the authorized Unsecured Credit Allowance.

2) Revenue Bond Adjustment to Tangible Net Worth Value for Power Supply Agents

For Public Power entities that issue Revenue Bonds solely in support of their role as power supply agent for not-for-profit electric distribution utilities and meet: (a) the disclosure requirements in: (i) Section I.A.6 of this Credit Policy and (ii) Section I.B.6 of this Credit Policy; and (b) have a Revenue Bond rating or

Revenue Bond ratings equal to Baa1 or higher by Moody's Investor Services or BBB+ or higher by Standard & Poor's, the calculation of the suggested Unsecured Credit Allowance shall be based on an adjusted value for Tangible Net Worth. The adjusted value for Tangible Net Worth shall include the outstanding balance of Revenue Bonds as of the date of the calculation.

To illustrate, if the Public Power entity met all of the disclosure requirements for power supply agents, had Tangible Net Worth of \$1,000,000, and had \$10,000,000 principal amount of Revenue Bonds outstanding, the adjusted Tangible Net Worth to be used in computing the suggested Unsecured Credit Allowance would be \$11,000,000 (the sum of the adjusted Tangible Net Worth and the principal amount of Revenue Bonds outstanding as of the date of the calculation).

3) Long Term Debt Adjustment to the Tangible Net Worth Value for Electric Generation and Transmission Cooperatives

For Coops that have a Composite Credit Score between 1.0 and 3.99 as determined by the Transmission Provider's credit scoring model and meet the disclosure requirements in Sections I.A. 6 and I.B.6 of this Credit Policy, the calculation of the Unsecured Credit Allowance shall reflect as equity 15% of the Coop's long term debt as stated on its current audited financial statements.

To illustrate, if the Coop met all of the disclosure requirements, had Tangible Net Worth of \$8,000,000, and had \$100,000,000 principal amount of stated long term debt on its most current audited financial statements, the adjusted Tangible Net

Worth to be used in computing the suggested Unsecured Credit Allowance would be \$23,000,000 [the sum of the Tangible Net Worth (\$8,000,000) plus 15% of long term debt outstanding (\$15,000,000)]

4) Revisions to Unsecured Credit Allowance

The Transmission Provider has the right at any time to modify any Unsecured Credit Allowance and/or require additional Financial Security as may be reasonably necessary to support the Tariff Customer's ability to pay for market services provided under this Tariff and other Agreements. If the modification results in a reduction or revocation of Unsecured Credit Allowance and the reduction or revocation results in the need to provide Financial Security, the Transmission Provider will promptly notify the Tariff Customer in writing of the requirement to provide Financial Security as a result of the reduction or revocation of the previously granted amount of Unsecured Credit Allowance. The Tariff Customer shall have two (2) Business Days from receipt of written notification to provide the Financial Security required to replace the reduced or revoked amount of Unsecured Credit in an amount and form acceptable to the Transmission Provider.

C. Credit Limit Setting for Affiliates

In the case of affiliated Applicants or affiliated Tariff Customers the \$50 million maximum Unsecured Credit Allowance shall apply to the combined activity of the affiliated Applicants or affiliated Tariff Customers. *See* Section II.B of this Credit Policy. Thus, the sum of the individual Unsecured Credit Allowances for affiliated

Applicants or affiliated Tariff Customers shall not exceed \$50 million under any circumstances.

D. Total Credit Limit and Allocation Requirement

The Total Credit Limit for a Tariff Customer is the sum of its Unsecured Credit Allowance and the Financial Security provided less any Financial Security restricted for alternative capitalization purposes, if any. FTR Obligations (*i.e.*, FTR Potential Exposure plus FTR Auction Credit Allocation) must be covered by Financial Security. The Non-FTR Credit Limit is the sum of its Unsecured Credit Allowance and any Available Non-FTR Financial Security (*i.e.*, Financial Security provided in excess of its FTR Obligations). A portion of the Tariff Customer's Financial Security must be allocated to the FTR Auctions if the Tariff Customer wishes to engage in this activity.

The amount of credit to be allocated to support participation in the FTR Auction activity is addressed in Section IV.B of this Credit Policy.

E. Monitoring of Activity Relative to Total Credit Limit

The Transmission Provider will monitor each Tariff Customer's use of services and associated financial obligations on a regular basis. A Tariff Customer's cumulative financial obligation is its Total Potential Exposure. For credit monitoring purposes, Total Potential Exposure is broken down into two components, FTR Potential Exposure and Non-FTR Potential Exposure. Should a Tariff Customer's FTR Potential Exposure equal or exceed ninety percent (90%) of its total Financial Security (less its alternative capitalization restrictions, if any, and FTR Auction Credit

Allocation) the Transmission Provider shall promptly notify the Tariff Customer in writing of this fact. Likewise, should a Tariff Customer's Non-FTR Potential Exposure equal or exceed ninety percent (90%) of its Non-FTR Credit Limit the Transmission Provider shall promptly notify the Tariff Customer in writing of this fact. The Tariff Customer shall maintain its FTR Potential Exposure to a value less than its total Financial Security (less its alternative capitalization restrictions, if any, and FTR Auction Credit Allocation) at all times. Additionally, the Tariff Customer shall maintain its Non-FTR Potential Exposure at a value less than its Non-FTR Credit Limit at all times.

F. Requirement to Provide Financial Security

Should a Tariff Customer's FTR Potential Exposure equal or exceed its Financial Security (less its alternative capitalization restrictions, if any, and FTR Auction Credit Allocation) and/or should its Non-FTR Potential Exposure equal or exceed its Non-FTR Credit Limit, the Transmission Provider shall promptly notify the Tariff Customer in writing of the need to (i) pay invoiced amounts to reduce the Tariff Customer's FTR Potential Exposure and/or its Non-FTR Potential Exposure, whichever applicable, and/or (ii) provide Financial Security in an amount sufficient to increase the Tariff Customer's Total Credit Limit, and/or (iii) lower FTR Auction Credit Allocation or Virtual MWh Limit such that after making such payments, providing such Financial Security, and/or lowering FTR Auction Allocation or Virtual MWh limit, the Tariff Customer's FTR Potential Exposure will not equal or exceed its Financial Security (less its alternative capitalization restrictions, if any, and

FTR Auction Credit Allocation) and/or its Non-FTR Potential Exposure will not equal or exceed its Non-FTR Credit Limit. The amount paid by Tariff Customer to Transmission Provider for the above-items (ii) and (iii) (i.e., Financial Security, and lower FTR Auction Credit Allocation or Virtual MWh Limit) will be rounded up to the nearest integral multiple of \$10,000 for any such items valued less than \$500,000. The Tariff Customer shall have two (2) Business Days from receipt of written notification to reduce its FTR Potential Exposure below its total Financial Security (less its alternative capitalization restrictions, if any, and FTR Auction Credit Allocation) and/or its Non-FTR Potential Exposure below its Non-FTR Credit Limit.

G. Security Interest in Accounts Receivable

Each Tariff Customer will have an option of granting a continuing first-priority security interest to the Transmission Provider in all right, title and interest in any and all accounts receivable and other rights of payment of the Tariff Customer for goods and services provided under, or otherwise arising under, pursuant to or in connection with, the Tariff and/or any of the Agreements (the Receivable Security Interest).

Non-FTR Potential Exposure will be calculated differently for those Tariff Customers who grant a Receivable Security Interest (Category A Tariff Customer) as opposed to those who do not grant a Receivable Security Interest (Category B Tariff Customer).

See Section V of this Credit Policy for information on the Non-FTR Potential Exposure calculation to be used for each category of Tariff Customer. In the event the Tariff Customer grants the Transmission Provider a Receivable Security Interest, the Tariff Customer shall execute and deliver the Security Interest Agreement in the

form attached to this Credit Policy as Exhibit IV. A Category A Tariff Customer also includes a municipality or joint action agency that has qualified for an exemption of the requirement to grant a Receivable Security Interest under this Attachment L.

III. MINIMUM PARTICIPATION REQUIREMENTS

A. Annual Certification

Prior to certification, Applicants shall provide to Transmission Provider an executed Annual Certification as set forth in Exhibit VI to this Attachment L. All existing Tariff Customers shall provide to Transmission Provider an executed Annual Certification as set forth in Exhibit VI to this Attachment L by January 31, 2012. Subsequent Annual Certifications must be executed and submitted by Tariff Customers to the Transmission Provider in acceptable form by April 30th of each year or five (5) Business Days in advance of submitting any Bids or Offers in the annual FTR Auction, whichever occurs first. Failure to provide an executed Annual Certification in a form acceptable to the Transmission Provider and by the specified deadlines may result in a Default under the Tariff. The Annual Certification shall include a certification that the Applicant or Tariff Customer is an “appropriate person” per section 4(c)(3) of the Commodity Exchange Act “CEA”. The Final Order of the Commodity Futures Trading Commission at 77 FR 30596 states that under section 4(c)(3)(K) the definition of “appropriate person” includes “eligible contract participants” as defined in section 1a(18) of the CEA, and persons in the business of: (1) generating, transmitting, or distributing electric energy, or (2) providing electric energy services that are necessary to support the reliable operation

of the transmission system. If, at any time, a Tariff Customer cannot meet the eligibility requirements set forth above, it shall immediately notify Transmission Provider and immediately cease conducting transactions in MISO Markets.

Applicants or Tariff Customers shall submit to Transmission Provider, upon request, any information or documentation required to confirm Applicant's or Tariff Customer's compliance with the Tariff or the Annual Certification.

B. Demonstration of Appropriate Person Status

Transmission Provider may conduct periodic verification that Applicants and Tariff Customers can demonstrate that they meet the definition of "appropriate person" to further ensure minimum criteria are in place. Such demonstration will consist of the submission of evidence and an executed Appropriate Person Verification as set forth in Exhibit VII to this Attachment L in a form acceptable to Transmission Provider. If a Tariff Customer does not provide sufficient evidence for verification to Transmission Provider within seven (7) calendar days of written request then such Tariff Customer shall be subject to Default under this Tariff. Demonstration of "appropriate person" status and support of other certifications on the Annual Certification is one part of the minimum participation requirements for the MISO Markets and does not obviate the need to meet the other minimum participation requirements such as those for minimum capitalization and risk management in Sections III.C and III.D below. One of the ways an Applicant or Tariff Customer can demonstrate "appropriate person" status is by meeting the language in 4(c)(3)(F) of the CEA. The following provisions apply for such demonstrations:

- **Demonstrating “appropriate person” status with financial statements**

An Applicant or Tariff Customer can demonstrate “appropriate person” status by submitting financial statements which show they have a net worth exceeding \$1 million or total assets exceeding \$5 million. If unaudited financial statements are submitted as evidence then they need to be accompanied by a memo signed by an officer of the Applicant or Tariff Customer which attests to the accuracy of the financial statements.

- **Demonstrating “appropriate person” status by posting Cash Deposit**

An Applicant or Tariff Customer can demonstrate “appropriate person” status by posting a Cash Deposit exceeding \$5 million with the Transmission Provider in accordance with Section VI.B.1. Cash Deposit relied upon for the demonstration of “appropriate person” status can be used to cover FTR and Non-FTR Potential Exposure and FTR Auction Credit Allocation if not set aside as unavailable Financial Security per Section III.C.

- **Demonstrating “appropriate person” status with a Corporate Guaranty**

If an Applicant or Tariff Customer is relying on a Corporate Guaranty to meet the “appropriate person” requirement then such Corporate Guaranty must be acceptable to Transmission Provider per the requirements in Section VI.A and must be from a Guarantor that has demonstrated it is an “appropriate person”. The Corporate Guaranty must be issued for an unlimited amount or in an amount sufficient to cover the sum of positive exposure from both FTR Potential Exposure and Non-FTR Potential Exposure of the Applicant or Tariff Customer.

If multiple Applicants or Tariff Customers are being covered by the same Guarantor then the Guarantor providing the Corporate Guaranty must exceed \$5 million in total assets or \$1 million in net worth for each Applicant or Tariff Customer being covered by the Corporate Guaranty. For example, if a Guarantor is covering three Tariff Customers with a Corporate Guaranty then it must exceed \$15 million in total assets or \$3 million in net worth.

- **Demonstrating “appropriate person” status with an Irrevocable Letter of Credit**

If an Applicant or Tariff Customer is relying on an Irrevocable Letter of Credit to meet the “appropriate person” requirement then the issuer must at all times qualify as an “appropriate person.” In addition, such Irrevocable Letter of Credit must be acceptable to Transmission Provider per the requirements in Section VI.B.2 and must cover the sum of positive exposure from both FTR and Non-FTR Potential Exposure.

C. Demonstration of Minimum Capitalization

In advance of certification, Applicants shall meet the minimum capitalization requirements below. Existing Tariff Customers shall satisfy the initial minimum capitalization requirements by December 31, 2011 and on an annual basis thereafter. Applicants or Tariff Customers may satisfy the minimum capitalization requirements by either demonstrating minimum tangible net worth or total assets as detailed in this Section III.C.1, or by providing alternative capitalization as detailed below in Section III.C.2.

1) Minimum Tangible Net Worth or Total Assets

Minimum capitalization may be met by demonstrating minimum levels of tangible net worth or total assets. Applicants or Tariff Customers seeking authorization to participate in any or all service categories must provide sufficient evidence to demonstrate a minimum tangible net worth of \$1 million or minimum total assets of \$10 million. Applicants or Tariff Customers seeking authorization to participate in any or all service categories with the exception of FTR markets must demonstrate a minimum tangible net worth of \$500,000 or minimum total assets of \$5 million.

- i. Demonstration of minimum tangible net worth or total assets must be presented in the form of audited financial statements for the Applicant's, Tariff Customer's, or Guarantor's most recent fiscal year.
- ii. Consideration of tangible net worth shall exclude assets (net of any matching liabilities, assuming the result is a positive value) which Transmission Provider reasonably believes to be restricted, highly risky, or potentially unavailable to settle a claim in the event of a default. Examples include, but are not limited to, restricted assets and Affiliate assets, derivative assets, goodwill, and any other intangible assets.
- iii. The audited financial statements of Applicant's or Tariff Customer's approved Guarantor may be submitted as demonstration of minimum tangible net worth or minimum total assets. If the Guarantor is not deemed creditworthy based on the creditworthiness assessment requirements detailed in Section II of this

Credit Policy (or if the Applicant or Tariff Customer declines a creditworthiness assessment), the Applicant or Tariff Customer may still use an approved guaranty to satisfy the minimum capitalization requirements in which case, the approved guaranty must be executed with a minimum face-value of either (a) \$500,000 for an Applicant or Tariff Customer not seeking access to the FTR markets or (b) \$1,000,000 for an Applicant or Tariff Customer seeking access to the FTR markets. A Guarantor will be deemed not creditworthy if the creditworthiness assessment detailed in Section II yields a result below \$500,000 or \$1,000,000 as applicable. Where a Guarantor is not deemed sufficiently creditworthy, the guaranty value will not be considered when calculating the Applicant's or Tariff Customer's Non-FTR Credit Limit.

Additionally, Guarantor must have, in aggregate, sufficient tangible net worth or total assets to meet the minimum capitalization requirements for each Market Participant seeking qualification by using Guarantor's audited financial statements. For example, if three (3) Market Participants are seeking approval to transact in all service categories using a common Guarantor's audited financial statements, the Guarantor must have a minimum of \$1 million of tangible net worth or \$10 million of total assets for each Market Participant it guaranties. In this example, the Guarantor must demonstrate a minimum of \$3 million of tangible net worth or \$30 million in total assets.

- iv. Audited annual financial statements must be submitted by June 30th of each year or no later than one hundred twenty (120) days after such entity's fiscal year end
- v. If Tariff Customer or Guarantor files Form 10-K with the SEC, then the Tariff Customer or Guarantor has satisfied the requirement of indicating to the Transmission Provider where the information can be located.

If the audited financial statements provided do not demonstrate sufficient evidence of adequate tangible net worth or total assets relative to the level of service Tariff Customer is transacting, as determined by the Transmission Provider, notice may be provided to Tariff Customer that, in order to maintain such level of participation, additional evidence must be provided or alternative capitalization, as detailed in Section III.C.2, must be provided within two (2) Business Days of request from Transmission Provider.

Applicants or Tariff Customers shall provide written notice to Transmission Provider of any event that has occurred since the date of Applicant's, Tariff Customer's, or Guarantor's most recent annual audited financial statements that could adversely affect compliance with the minimum capitalization criteria.

2) Alternative Capitalization

If an Applicant or Tariff Customer does not qualify for minimum capitalization as described in Section III.C.1, it may qualify for participation by providing alternative capitalization in the form of Financial Security. Approval of the

Financial Security provided to satisfy the alternative capitalization requirements is subject to the terms and conditions set forth in this Credit Policy.

The two levels of alternative capitalization and the service category rights associated with those levels are summarized below:

Level of Service Tariff Customer or Applicant is Seeking Authorization	Minimum Financial Security Required
For Applicants or Tariff Customers seeking authorization to participate in any or all service categories	\$500,000
For Applicants or Tariff Customers seeking authorization to participate in any or all service categories except for any FTR(s) with a term beyond the next calendar month	\$200,000

- i. Financial Security provided by the Applicant or Tariff Customer to satisfy the alternative capitalization requirement must be provided and maintained until all obligations associated with such level of participation have expired and in advance of entering into any additional obligations.
- ii. 50% of the applicable Financial Security related to alternative capitalization shall be set aside and unavailable for Tariff Customer to use for participation in any service category, while 50% will be available for Tariff Customer to use for participation in the service categories Tariff Customer is authorized to participate.

Financial Security that is provided in connection with alternative capitalization does not solely apply to the alternative capitalization requirements, but instead secures all payment obligations of the Tariff Customer under this Tariff and/or the other Agreements. Regardless of the alternative capitalization amount, any

Financial Security that is provided by or on behalf of Tariff Customer may be pursued in the event of a Default to satisfy any amount owed by the Tariff Customer under this Tariff and/or the other Agreements.

D. Risk Management

Applicant, Tariff Customer or their applicable agents must maintain current written risk management policies, procedures or controls to address those risks that could materially affect the ability to pay MISO invoices when due. Transmission Provider shall conduct periodic verification of such risk management policies, procedures or controls for Applicants and Tariff Customers in which planned or known FTR positions for any calendar month are at least 1,000 megawatts greater than their obligations to serve load or rights to generate electricity in the MISO Markets. Transmission Provider may conduct periodic verification of risk management policies, procedures or controls for Applicants and Tariff Customers on a random basis to ensure minimum criteria are in place. If random verification is successful, Applicant or Tariff Customer shall be excluded from random verification for a period of two (2) years.

Applicant's or Tariff Customer's risk management policies, procedures and controls pertaining to its activities in the MISO Markets will be assessed against the following standards:

- i. The risk management framework is documented in a risk policy addressing market, credit, and liquidity risks that has been approved by Tariff Customer's risk management function which includes a third party or appropriate corporate

persons or bodies that are independent of Tariff Customer's trading functions, such as a risk management committee, a designated risk officer, Tariff Customer's board or board committee, or, if applicable, a board or committee of Tariff Customer's parent company;

- ii. Tariff Customer or Applicant maintains an organizational structure with clearly defined roles and responsibilities that clearly segregates trading and risk management functions;
- iii. Delegations of authority specify the transactions into which traders are allowed to enter;
- iv. Tariff Customer or Applicant has requirements that traders have adequate training relative to their authority in the systems and MISO Markets in which they transact;
- v. As appropriate, risk limits are in place to control risk exposures;
- vi. Reporting is in place to ensure risks are adequately communicated throughout the organization;
- vii. Processes are in place for qualified independent review of trading activities; and
- viii. As appropriate, there is periodic valuation or mark-to-market of risk positions.

Applicants subject to verification must demonstrate that they have implemented prudent risk management policies and procedures in order to be authorized to participate in MISO Markets. Tariff Customers subject to verification must demonstrate on no more than an annual basis that they have implemented prudent risk management policies and procedures in order to continue to participate in MISO

Markets. Upon written request, Tariff Customer will have fourteen (14) calendar days to provide current governing risk management policies, procedures, or controls applicable to Tariff Customer's MISO Market activities and shall also include written guidance referencing the procedures and controls in their governing risk management policies that satisfy the standards listed above. Tariff Customers shall also provide such further information or documentation pertaining to Tariff Customer's activities in the MISO Markets as reasonably requested in writing by Transmission Provider. In the event Tariff Customer fails to submit such documentation to Transmission Provider within fourteen (14) calendar days, such Tariff Customer may be subject to Default under this Tariff.

If Transmission Provider is unable to successfully complete the verification process based on Tariff Customer's submitted documentation, Transmission Provider shall send written notice explaining the deficiencies preventing successful verification. Tariff Customer shall have fourteen (14) calendar days to provide sufficient evidence for verification. If Tariff Customer does not provide sufficient evidence for verification to Transmission Provider within the required cure period, such Tariff Customer may be subject to Default under this Tariff. If, prior to the expiration of such fourteen (14) calendar days, Tariff Customer demonstrates to Transmission Provider that it has filed with the Commission an appeal of Transmission Provider's risk management verification determination, Tariff Customer shall retain its transaction rights pending the Commission's determination on Tariff Customer's appeal.

E. Disclosures Regarding Affiliates and Issued Securities

Prior to certification, Applicants shall provide to Transmission Provider an executed Annual Disclosure as set forth in Exhibit VIII to this Attachment L. All existing Tariff Customers shall provide to Transmission Provider an executed Annual Disclosure as set forth in Exhibit VIII to this Attachment L by April 30th of each year. Failure to provide an executed Annual Disclosure acceptable to the Transmission Provider by the specified deadline may result in a Default under the Tariff. Applicants or Tariff Customers shall submit to Transmission Provider, upon request, any information or documentation required to confirm Applicant's or Tariff Customer's compliance with the Tariff.

IV. ALLOCATION OF CREDIT LIMIT TO VIRTUAL TRANSACTION ACTIVITY AND FTR AUCTION ACTIVITY

Tariff Customer participation in Virtual Transactions requires designation of the Virtual MWh Limit as defined in this Tariff.

A portion of the Tariff Customer's Financial Security must be allocated to support FTR Auction activity as specified in Section IV.B of this Credit Policy.

A. Virtual Transactions MWh Limit

To be eligible to submit Virtual Bids or Virtual Supply Offers, a Tariff Customer must designate its Virtual MWh Limit as defined in this Tariff.

1) Establishing a Virtual MWh Limit

A Tariff Customer shall submit its proposed Virtual MWh Limit via the Market Portal to the Transmission Provider by 7 PM Eastern Prevailing Time. It is the

sole responsibility of the Tariff Customer to maintain a listing of the Tariff Customer's personnel authorized to conduct such Market Portal transactions specific to Attachment L of this Tariff.

The Transmission Provider will evaluate the Tariff Customer's submission, including the impact of the requested Virtual MWh Limit on the amount of the remaining Non-FTR Total Credit Limit relative to the Tariff Customer's Non-FTR Potential Exposure. If the requested Virtual MWh Limit will cause the Non-FTR Potential Exposure to equal or exceed the Non-FTR Total Credit Limit, the Virtual MWh Limit will be rejected. A Tariff Customer's Virtual MWh Limit must be approved by the Transmission Provider before a Tariff Customer can participate in any Virtual Transaction. The Transmission Provider shall process submissions of proposed Virtual MWh Limit one (1) Business Day following the day on which the Transmission Provider receives such submission via the Market Portal, provided the submission is received by 7 PM Eastern Prevailing Time. An approved Virtual MWh Limit takes effect within two (2) Calendar Days following the day it is approved by the Transmission Provider.

2) Modifying the Virtual MWh Limit

Modifications to a Tariff Customer's Virtual MWh Limit may be requested via the Market Portal. The Transmission Provider shall process Virtual MWh Limit submission via the Market Portal one (1) Business Day following the day on which such submission was received by the Transmission Provider, provided the submission is received by 7 PM Eastern Prevailing Time. The Transmission

Provider must approve any proposed modification to a Tariff Customer's Virtual MWh Limit before the modification becomes effective. A decrease to a Tariff Customer's Virtual MWh Limit will decrease its Virtual Transactions credit requirement at most nine (9) calendar Days after the new Virtual MWh Limit is approved, depending on the quantity of outstanding Virtual Bids and/or Virtual Supply Offers at the time such request is made.

In evaluating a request to increase a Tariff Customer's Virtual MWh Limit, the Transmission Provider will evaluate the impact of the requested change on the amount of the remaining Non-FTR Credit Limit relative to the Tariff Customer's Non-FTR Potential Exposure. If the requested change causes the Tariff Customer's Non-FTR Potential Exposure to exceed its Non-FTR Credit Limit, the request will be denied.

3) Periodic Reassessment of the MPD in Calculating the Virtual Transactions Credit Requirement

Each Tariff Customer's Virtual Transactions credit requirement will be recalculated in accordance with the periodic re-assessment of the value for variable MPD by the Transmission Provider. The Transmission Provider may require Tariff Customers to: (a) reduce their Virtual MWh Limit or (b) provide additional Financial Security within two (2) Business Days from receipt of written notification, if there is an increase in the MPD.

4) Enforcing the Virtual MWh Limit

The sum of the absolute value of Virtual Bid MWhs and the absolute value of Virtual Supply Offer MWhs submitted by a Tariff Customer for a given Operating Day may not exceed its Virtual MWh Limit. If both a Virtual Bid and a Virtual Supply Offer are submitted for a given Node, then the absolute value of the greater of the Virtual Supply Offer MWhs or the Virtual Bid MWhs at that Node will be counted when evaluating the sum of the absolute value of all Virtual Bid MWhs and Virtual Supply Offer MWhs relative to the Virtual MWh Limit. The Transmission Provider shall have the right to reject Virtual Bids and/or Virtual Supply Offers that cause the sum of Virtual Bids and/or Virtual Supply Offers submitted for a given Operating Day to exceed the Tariff Customer's Virtual MWh Limit.

B. Allocation of Credit Limit to FTR Auction Activity

To be eligible to submit FTR Offers, or FTR Bids, in an FTR Auction, the FTR Auction Participant must satisfy the requirements set forth in this policy.

1) Credit Limit Allocation Requirement for Participation in FTR Auctions

FTR Auction Participants must allocate a portion of their total Financial Security in order to participate in FTR Auctions. An FTR Auction Participant's FTR Auction Credit Exposure must not equal or exceed the FTR Auction Participant's FTR Auction Credit Allocation. The FTR Auction Participant's FTR Potential Exposure must not equal or exceed the FTR Auction Participant's total Financial Security (less its alternative capitalization restrictions, if any, and FTR Auction Credit Allocation).

2) Establishing an FTR Auction Credit Allocation

FTR Auction Participants shall establish their FTR Auction Credit Allocation by submitting such information via the Market Portal. The Transmission Provider shall process the FTR Auction Market Portal submission one (1) Business Day following the day on which the submission is received, provided it is received by 4 PM Eastern Prevailing Time. The Transmission Provider must approve FTR Auction Participant's FTR Auction Credit Allocation before the FTR Auction Participant may participate in the relevant FTR Auction. The new FTR Auction Credit Allocation takes effect within two (2) Calendar Days following the day it is approved by the Transmission Provider.

Financial Security required in connection with an FTR Auction Participant's FTR Auction Credit Allocation must be received by the Transmission Provider no later than five (5) Business Days prior to the start of the Bid window for the relevant FTR Auction. Therefore, the Transmission Provider recommends that FTR Auction Participants submit their requests to establish FTR Auction Credit Allocations at least fifteen (15) Business Days prior to the start of the Bid window for the relevant FTR Auction. The Transmission Provider may delay commencing its review of any request to establish an FTR Auction Credit Allocation that is submitted after 4 PM Eastern Prevailing Time on the fifth (5th) Business Day prior to the start of an FTR Auction Bid window until after such Bid window closes.

3) Modifying the FTR Auction Credit Allocation

Modifications to an FTR Auction Participant's FTR Auction Credit Allocation may be requested by submitting such modifications via the Market Portal. The Transmission Provider shall process the FTR Auction Credit Allocation modification submission one (1) Business Day following the day on which the submission is received, provided the submission is received by 4 PM Eastern Prevailing Time. The Transmission Provider must approve any proposed modification to an FTR Auction Participant's FTR Auction Credit Allocation before the modification becomes effective. The new approved FTR Auction Credit Allocation takes effect within two (2) Calendar Days following the Day it is approved by the Transmission Provider.

4) Enforcing the FTR Auction Credit Requirement

The Transmission Provider shall have the right to reject FTR Bids and/or FTR Offers that cause the FTR Auction Credit Exposure (as determined by the formula in Section IV.B.5 below) to exceed the FTR Auction Participant's FTR Auction Credit Allocation. For the purpose of evaluating FTR Bids during the auction process, the Transmission Provider shall use the greater of the FTR Minimum Bid Requirement or the actual amount of a FTR Auction Participant's FTR Bids to determine if the FTR Auction Participant is in compliance with the requirement for the FTR Auction Participant's FTR Auction Credit Exposure to at all times be less than the FTR Auction Participant's FTR Auction Credit Allocation.

The FTR Auction Credit Exposure is calculated using the formula below:

5) FTR Auction Credit Exposure

FTR Auction Credit Exposure is calculated per the formula below:

$$\sum_{p \in P} \text{Max}(\text{MPB}_p, \text{MMB}_p * \text{MDM}_p) + \sum_{k \in K} \text{MMB}_k * \text{MDM}_k + \sum_{g \in G} |\text{MNO}_g|$$

Where:

MPB = The maximum of all price points specified for a given positive FTR Bid, calculated as the MW value specified for the price-point, times the dollar value per megawatt specified for the price-point

MMB = The maximum MW point specified for a given FTR Bid

MDM = The Minimum Bid Price (dollar per MW) for positive FTR Bids as specified in Section IV.C.1 of Attachment L or the Minimum Bid Price (dollar per MW) for zero or negative FTR Bids as specified in Section IV.C.2 below

MNO = The minimum of all price points specified for a given negative FTR Offer, calculated as the MW value specified for the price-point, times the dollar value per megawatt specified for the price-point

P = Set of all positive Bids to be submitted by a given FTR Auction Participant during an open FTR Bid window.

K = Set of all zero and negative Bids to be submitted by a given FTR Auction Participant during an open FTR Bid window

G = Set of all negative FTR Offers to be submitted by a given FTR Auction Participant during an open FTR Bid window.

6) Submission of Financial Security for FTR Auction Credit Requirement

Financial Security required to meet the Total Credit Limit, as impacted by the FTR Auction Credit Allocation, must meet the requirements set forth for Financial Security defined in this Tariff. Such Financial Security must be in place at least five (5) Business Days prior to the start of a given FTR Auction bid window.

Any Financial Security provided as required in this Section IV.B will be included as part of the FTR Auction Participant's Total Credit Limit. Financial Security that is provided in connection with an FTR Auction Credit Allocation does not solely secure the FTR Auction Participant's FTR Auction payment obligations, but instead secures all payment obligations of the FTR Auction Participant under this Tariff and/or the other Agreements. Regardless of the FTR Auction Credit Allocation, any Financial Security that is provided by or on behalf of an FTR Auction Participant may be pursued in the event of a Default to satisfy any amount owed by the FTR Auction Participant under this Tariff and/or the other Agreements.

FTR Auction Participants may request that their FTR Auction Credit Allocation be reduced one (1) Business Day after the close of the bid window for a given FTR Auction. The amount of the reduction may not exceed the difference between the FTR Auction Credit Allocation minus the FTR Auction Credit Exposure as determined by Section V.B.5 of this Attachment L.

FTR Auction Participants may request that their FTR Auction Credit Allocation be reduced two (2) Business Days after a given FTR Auction clears.

All requests to reduce an FTR Auction Credit Allocation are subject to approval by the Transmission Provider.

7) Impact of a Violating Allocation to FTR Auctions

An FTR Auction Participant may have its access to submit FTR Bids and/or FTR Offers suspended by Transmission Provider if the FTR Auction Participant violates its FTR Auction Credit Allocation as defined in Module A of this Tariff.

C. Minimum Bid Price for FTR Auction Activity

1) Minimum Bid Price for FTR Bids on Positive FTRs

The Minimum Bid Price for Bids to acquire positive FTRs shall be a function of the duration of the FTR Auction as follows:

- Seasonal component of annual auction = \$100 per MW
- Monthly auction = \$100 per MW x (# days in month / # days in season)

The Transmission Provider shall use the greater of the Minimum Bid Requirement for positive FTRs or the value for the variable MPB defined in Section V.B.5 of Attachment L for determining the FTR Auction Credit Exposure for such bids.

2) Minimum Bid Price for FTR Bids of Zero or Negative Value

The Minimum Bid Price for FTR Bids that are zero or negative in value shall be a function of the duration of the FTR Auction as follows:

- Summer Season of annual auction = \$375 per MW
- Winter Season of annual auction = \$300 per MW
- Fall and Spring Season of annual auction = \$200 per MW
- Monthly Auction = seasonal value x (# days in month / # days in season)

The Transmission Provider shall use the absolute value of the Minimum Bid Requirement for FTR Bids that are zero or negative in value in determining the FTR Auction Credit Exposure for such bids.

V. Potential Exposure to Non-Payment and Total Potential Exposure

Potential exposure to non-payment is calculated separately for each category of Markets and Services. The information in Section V of this Credit Policy addresses the calculation and use of the value for Non-FTR Potential Exposure and FTR Potential Exposure by Market Participant, Reliability Coordination Customer, or Congestion Management Customer.

A. Non-FTR Potential Exposure

For credit purposes, the following service categories, as calculated per the formulas in Section V of this Credit Policy, shall be used to calculate Non-FTR Potential Exposure:

1. Real-Time Energy and Operating Reserve Markets Potential Exposure
 - Including all charge types associated with Congestion Management Service under Part II of Module F
 - During an Extreme Event, the Transmission Provider reserves the right to

use best-available information to calculate PEEE. Best-available information will be used when the use of the existing calculation will result in potential exposure calculations impacted by Extreme Events that far exceed the expected actual exposure of such entities. When the Transmission Provider implements the use of best-available information: (i) notification will be given to the market; (ii) the use of best-available information will be used to address a recognized problem; (iii) the time frame for the use of best-available information will be specified in the notice provided to the market; and (iv) the Transmission Provider will continue to ensure sufficient collateralization of its markets.

2. Day-Ahead Energy and Operating Reserve Markets Potential Exposure

- Including all charge types associated with Congestion Management Service under Part II of Module F
- During an Extreme Event, the Transmission Provider reserves the right to use best-available information to calculate DAEE. Best-available information will be used when the use of the existing calculation will result in potential exposure calculations impacted by Extreme Events that far exceed the expected actual exposure of such entities. When the Transmission Provider implements the use of best-available information: (i) notification will be given to the market; (ii) the use of best-available information will be used to address a recognized problem; (iii) the time frame for the use of best-available information will be specified in the

notice provided to the market; and (iv) the Transmission Provider will continue to ensure sufficient collateralization of its markets.

3. Virtual Transactions Potential Exposure

4. Congestion and Losses Potential Exposure

- During an Extreme Event, the Transmission Provider reserves the right to use best-available information to calculate CLEE. Best-available information will be used when the use of the existing calculation will result in potential exposure calculations impacted by Extreme Events that far exceed the expected actual exposure of such entities. When the Transmission Provider implements the use of best-available information: (i) notification will be given to the market; (ii) the use of best-available information will be used to address a recognized problem; (iii) the time frame for the use of best-available information will be specified in the notice provided to the market; and (iv) the Transmission Provider will continue to ensure sufficient collateralization of its markets.

5. Transmission Service Potential Exposure

- Including Schedule 31 charges associated with Reliability Coordination Service under Part I of Module F
- Including all charges associated with providing HVDC Service
- Including Schedule 26-A charges associated with Multi-Value Projects

6. RAR Potential Exposure

- Including all charge types under RAR

In the event no FTRs are owned by the Tariff Customer, ARR Settled Exposure and/or FTR and ARR Transactions Cleared But Not Yet Settled Exposure may be included in the Non-FTR Potential Exposure calculation and may be covered by Tariff Customer's Non-FTR Credit Limit, accordingly.

In general, the calculation of potential exposure to non-payment within each service category is based on one or more of the following exposure components:

1. Invoiced but not paid;
2. Measured but not invoiced, where measured means the Transmission Provider's Settlement systems have computed the charges and credits for all transactions for a given Operating Day; and
3. Estimated for future Operating Days based on known and/or potential activity.

With respect to a Category A Tariff Customer, Non-FTR Potential Exposure shall be the sum of all charges and credits for all service categories as calculated per the formulas in Section V of this Attachment L.

With respect to a Category B Tariff Customer, the calculation of Non-FTR Potential Exposure will be the sum of all charges and credits for all service categories, with the exception of Transmission Service Potential Exposure. If the result of summing these categories is a net credit amount, where a net credit amount is the amount of funds owed to the Tariff Customer from the Transmission Provider, then the result will be moved to zero and the Non-FTR Potential Exposure will consist of only Transmission Service Potential Exposure. If the result of summing these categories is a net charge amount, where a net charge amount represents funds owed to the Transmission

Provider from the Tariff Customer, then this value will be added to the Transmission Service Potential Exposure to determine Non-FTR Potential Exposure.

As a result, for Category B Tariff Customers, all Non-FTR Potential Exposure service categories are eligible to be netted against one another with the exception of Transmission Service Potential Exposure.

In the event a Tariff Customer's Non-FTR Potential Exposure exceeds its Non-FTR Credit Limit on three (3) consecutive Business Days, then for the next ten (10) days the Tariff Customer's Non-FTR Potential Exposure shall be equal to the sum of: (i) the amount calculated per the formulas in this Section V; plus (ii) a factor of up to ten (10) times the average amount of the excess exposure over the three (3) consecutive Business Days, if the Transmission Provider determines, after consultation with the Tariff Customer, that such additional collateral is necessary to reflect the potential exposure associated with the Tariff Customer's expected market activity.

On the same day the third consecutive margin call is made, the Transmission Provider will initiate the consultation process by notifying the Tariff Customer of the additional collateral requirement based on the maximum amount permitted under the formula above and by requesting the Tariff Customer to supply any information that would permit the Transmission Provider to set the additional collateral requirement at a level lower than the maximum. Such information shall include, but is not limited to: (i) the Tariff Customer's estimated exposure, (ii) explanations for any recent change in the Tariff Customer's market activity, (iii) any relevant new load or unit

Outage information; or (iv) any default or supply contract expiration, termination or suspension. The Tariff Customer shall have one (1) Business Day to respond to the Transmission Provider's request. If the requested information is provided in full to the Transmission Provider's satisfaction during said period, the additional collateral requirement shall reflect the Tariff Customer's anticipated exposure based on the information provided. If the Tariff Customer fails to provide the requested information in full during said period, the additional collateral requirement shall equal the maximum amount permitted under the formula set forth above. In both cases, the additional collateral shall be provided by Tariff Customer by close of the second Business Day following the day on which the third consecutive margin call was made, upon confirmation from the Transmission Provider.

To illustrate, assume a Tariff Customer's Non-FTR Potential Exposure exceeds its Non-FTR Credit Limit on day one by \$100,000. The Transmission Provider would issue a margin call for financial assurances pursuant to Section II.F of this Attachment L. Next, assume that on day two a Tariff Customer's Non-FTR Potential Exposure exceeds its Non-FTR Credit Limit by \$200,000, the Transmission Provider issues another margin call, and the excess is in addition to any financial assurances the Tariff Customer provided for the exposure on day one. Finally, assume on day three the Tariff Customer's Non-FTR Potential Exposure exceeds its Non-FTR Credit Limit by an additional \$200,000. Again the Transmission Provider would issue a margin call.

The average amount of the excess exposure over these three days is \$166,667.

Therefore, for ten (10) days after the third consecutive margin call, the Tariff Customer's Non-FTR Potential Exposure value would be that calculated per the existing formulae plus the addition of up to \$1,666,670. On the eleventh day (the fourteenth day after the first margin call), assuming the Tariff Customer's Non-FTR Potential Exposure did not continue to exceed its Non-FTR Credit Limit, the Non-FTR Potential Exposure value would be calculated per the existing formulae without the adder for the most recent three days multiplied by a factor of up to ten (10) times the average amount of the excess exposure.

If the Tariff Customer's Non-FTR Potential Exposure exceeds its Non-FTR Credit Limit for more than three (3) consecutive Business Days, then the three (3) day average will be calculated on a rolling basis and the highest calculation for the days following will apply. Using the example above, assume the Tariff Customer's Non-FTR Potential Exposure exceeded its Non-FTR Credit Limit on days four, five and six by \$200,000, \$100,000 and \$50,000, respectively. Beginning on day five and continuing through the fourteenth day after the first margin call, up to \$200,000 would be added to the existing formulae (days two, three and four are each \$200,000 for an average of \$200,000, ten times of which is \$2,000,000). For the sixteenth day after the first margin call, the number would be reduced to \$1,166,666 (ten times the average of days four, five and six). Finally, assuming the Tariff Customer's Non-FTR Potential Exposure did not continue to exceed its Non-FTR Credit Limit after day six, the Non-FTR Potential Exposure value would be calculated per the existing

formulae without the adder beginning on the seventeenth day after the first margin call.

1) Real-Time Energy and Operating Reserve Markets Potential Exposure

Potential exposure to non-payment associated with Real-Time Energy and Operating Reserve Markets transactions is calculated per the formula below:

$$\sum_{c \in C} PEIE_c + \sum_{d \in D} PEME_d + PEEE$$

Where:

PEIE = the values of the Real-Time Energy and Operating Reserve Charges/Credits that have been invoiced, but not yet paid.

C = the set of all Real-Time Energy and Operating Reserve Charge Types that have been invoiced but not yet paid.

PEME= the values of the Real-Time Energy and Operating Reserve Charges/Credits that have been settled and/or calculated, but not yet invoiced.

D = the set of all Real-Time Energy and Operating Reserve Charge Types that have been settled and/or calculated, but not yet invoiced

PEEE (Real-Time Energy and Operating Reserve Estimated Exposure)

PEEE will be the greater of:

(1) The seven day rolling average of daily Real-Time Energy and Operating Reserve Charges/Credits from previously approved initial Settlements times six (6).

OR

(2) The three hundred sixty five (365) day rolling average of daily Real-Time Energy and Operating Reserve Charges/Credits from previously approved S7 Settlements times six (6).

However, expected credits from Financial Schedules will not be netted against Non-FTR potential exposure.

2) Day-Ahead Energy and Operating Reserve Markets Potential Exposure

Potential exposure to non-payment associated with Day-Ahead Energy and Operating Reserve Market transactions is calculated per the formula below:

$$\sum_{g \in G} DAIE_g + \sum_{h \in H} DAME_h + DAEE$$

Where:

DAIE= The value of the Day-Ahead Energy and Operating Reserve Charges/Credits that have been invoiced but not yet paid.

G = The set of all Day-Ahead Energy and Operating Reserve Charge Types that have been invoiced but not yet paid.

DAME = The values of the Day-Ahead Energy and Operating Reserve Charges/Credits that have been settled and/or calculated, but not yet invoiced, including charge types for Operating Reserve from the Energy and Operating Reserve Markets.

H = The set of all Day-Ahead Energy and Operating Reserve Charge Types that have been settled and/or calculated, but not yet invoiced.

DAEE (Day-Ahead Energy and Operating Reserve Estimated Exposure)

DAEE will be the greater of:

- (1) The seven day rolling average of daily Day Ahead Energy and Operating Reserve Charges/Credits from previously approved initial Settlements times six (6).

OR

- (2) The three hundred sixty five (365) day rolling average of daily Day Ahead Energy and Operating Reserve Charges/Credits from previously approved S7 Settlements times six (6).

However, expected credits from Financial Schedules will not be netted against Non-FTR potential exposure.

3) Virtual Transaction Potential Exposure

Potential exposure to non-payment associated with Virtual Transactions is calculated per the formula below:

$$\sum_{g \in G} VIE_g + \sum_{h \in H} VME_h + (DMWhL \times MPD \times VMEW)$$

Where:

VIE (Virtual Invoiced Exposure) = the value of a given Virtual Energy Charge/Credit that has been invoiced, but not yet paid.

G = the set of all Virtual Energy Charge Types that have been invoiced but not yet paid.

VME (Virtual Energy Measured Exposure) = the value of a given Virtual Energy Charge/Credit that has been settled and/or calculated, but not yet invoiced.

H = the set of all Virtual Energy Charge Types that have been settled and/or calculated, but not yet invoiced.

DMWhL = the Market Participant's daily Virtual MWh Limit

MPD = The greater of the highest differential between the Day-Ahead and Real-Time Locational Marginal Prices at the 50th percentile over the previous twelve (12) months, assessed during the month of April and implemented May 1 of that Year and annually thereafter, or the Minimum MPD Value.

The MPD that will be applied for April 2006 through April 2007 using the prior twelve (12) months data is \$13.33 per MWh.

The Minimum MPD Value to be used in determining MPD is \$12.00 per MWh.

The Transmission Provider may re-evaluate and re-establish the Minimum MPD Value as market conditions dictate.

VMEW = the number of days in the Virtual Transactions Estimated Exposure Window (2 Days).

4) Congestion and Losses Potential Exposure

Potential exposure to non-payment associated with Congestion and Losses is calculated per the formula below:

$$\sum_{k \in K} CLIE_k + \sum_{l \in L} CLME_l + CLEE$$

Where:

CLIE (Congestion and Losses Invoiced Exposure) = the value of a given Congestion and Losses Charge/Credit that has been invoiced, but not yet paid.

K = the set of all Congestion and Losses Charge Types that have been invoiced but not yet paid.

CLME (Congestion and Losses Measured Exposure) = the value of a given Congestion and Losses Charge/Credit that has been settled and/or calculated, but not yet invoiced.

L = the set of all Congestion and Losses Charge Types that have been settled and/or calculated, but not yet invoiced.

CLEE (Congestion and Losses Estimated Exposure):

CLEE will be the greater of:

- (1) The seven day rolling average of daily Congestion and Losses Charges/Credits from previously approved initial Settlements times six (6).

OR

- (2) The three hundred sixty five (365) day rolling average of daily Congestion and Losses Charges/Credits from previously approved S7 Settlements times six (6).

5) Transmission Service Potential Exposure

Transmission Service Potential Exposure is calculated per the formula below:

$$\sum \text{TIE} + \sum \text{RCIE} + \sum \text{HVDCIE} + \sum \text{MVPIE} + \sum \text{TME} + \sum \text{RCME} + \sum \text{HVDCME} + \sum \text{MVPME}$$

Where:

TIE (Transmission Invoiced Exposure) = all transmission service charges associated with confirmed Transmission Service reservations from the number of days in the previous month which have been calculated or invoiced but not yet paid.

RCIE (Reliability Coordination Invoiced Exposure) = all Schedule 31 charges associated with Reliability Coordination Service under Part I of Module F that have been invoiced but not yet paid.

HVDCIE (HVDC Service Invoiced Exposure) = all charges associated with HVDC Service that have been invoiced but not yet paid.

MVPIE (Multi-Value Project Invoiced Exposure) = all Schedule 26-A charges from the number of days in the previous month which have been calculated or invoiced but not yet paid.

TME (Transmission Measured Exposure) = all transmission service charges associated with confirmed Transmission Service reservations for:

A. The number of days of the current month which when added to the number of days in the previous month equals 50 Calendar Days if the TIE has not been paid.

OR

B. The number of days in the current month plus the required number of days in the subsequent month to equal 50 Calendar Days if the TIE has been paid.

RCME (Reliability Coordination Measured Exposure) = all Schedule 31 charges associated with Reliability Coordination Service under Part I of Module F that have been measured but not yet paid.

HVDCME (HVDC Service Measured Exposure) = all charges associated with HVDC Service that have been measured but not yet paid.

MVPME (Multi-Value Project Measured Exposure) = all Schedule 26-A charges calculated for:

A. The number of days of the current month which when added to the number of days in the previous month equals 50 Calendar Days if the MVPIE has not been paid.

OR

B. The number of days in the current month plus the required number of days in the subsequent month to equal 50 Calendar Days if the MVPIE has been paid.

6) RAR Potential Exposure

Potential exposure to non-payment associated with RAR transactions is calculated per the formula below:

$$\sum_{c \in C} RARIEc + \sum_{d \in D} RARMEd + \sum RAREE$$

Where:

RARIE (RAR Invoiced Exposure) = the value of a given RAR Charge/Credit that has been invoiced, but not yet paid.

C = the set of RAR Charges/Credits that have been invoiced but not yet paid.

RARME (RAR Measured Exposure) = the value of a given RAR Charge/Credit that has been settled and/or calculated, but not yet invoiced.

D = the set of RAR Charges/Credits that have been settled and/or calculated, but not yet invoiced

RAREE = The seven day rolling average of daily RAR Charges/Credits from previously approved initial Settlements times six (6). Additional exposure will be included in this calculation of RAREE for Tariff Customers subject to the ICAP Deferral, Demand Resource Deferral Notice, or DR testing waiver credit requirements in Module E-1. For ICAP Deferral, such exposure will be the product of the ICAP value provided in the ICAP Deferral Notice multiplied by ninety (90) days of daily CONE values (i.e., $90/365$ times CONE) for the LRZ where the Planning Resource is located. However, Capacity Deficiency Charges, Reliability Based Demand Curve Opt Out Deficiency Charges, and Capacity Replacement Non-Compliance Charges will be excluded from the RAREE calculation as they are settled all at once rather than daily. For the DR testing waiver or the Demand Resource Deferral Notice, the credit requirements will be the product of the ICAP value registered but not tested multiplied by \$2,400/MW, where \$2,400 is the product of $3 \times 4 \times \$200$ to account for the three (3) times energy penalty assumed under the waiver,

the minimum four (4) hours of LMR response requirements, and the \$200 LMP as a proxy for pricing under emergency conditions.

B. FTR Potential Exposure

For credit purposes, the following service categories, as calculated per the formulas in Section V of this Credit Policy, shall be used to calculate FTR Potential Exposure:

1. FTR Auction Settled Transactions Exposure
2. Auction Revenue Rights Settled Exposure
3. FTR and ARR Transactions Cleared But Not Yet Settled Exposure
4. FTR Portfolio Potential Exposure

In the event no FTRs are owned by the Tariff Customer, ARR Settled Exposure and/or FTR and ARR Transactions Cleared But Not Yet Settled Exposure may be excluded from the FTR Potential Exposure calculation and may be covered by Tariff Customer's Non-FTR Credit Limit, accordingly.

In general, the calculation of potential exposure to non-payment within each service category is based on one or more of the following exposure components:

1. Invoiced but not paid;
2. Measured but not invoiced, where measured means the Transmission Provider's Settlement systems have computed the charges and credits for all transactions for a given Operating Day; and
3. Estimated for future Operating Days based on known and/or potential activity.

The service category "FTR and ARR Transactions Cleared But Not Yet Settled" (item 3 above) only has an estimated exposure component. The

estimated exposure is the sum of the net positive monthly values of all cleared but not yet settled FTRs and ARR. A net negative monthly value of all cleared but not yet settled FTRs and ARR is not included in the FTR Potential Exposure calculation. The FTRs included in this calculation reflect the values from an FTR Auction(s) which have been cleared but not yet settled. The ARR values included in this calculation reflect the clearing prices established as a result of the annual FTR Auction.

In the event a Tariff Customer's FTR Potential Exposure exceeds its Financial Security (less its alternative capitalization restrictions, if any, and FTR Auction Credit Allocation) on three (3) consecutive Business Days, then for the next ten (10) days the Tariff Customer's FTR Potential Exposure shall be equal to the sum of: (i) the amount calculated per the formulas in this Section V; plus (ii) a factor of up to ten (10) times the average amount of the excess exposure over the three (3) consecutive Business Days, if the Transmission Provider determines, after consultation with the Tariff Customer, that such additional collateral is necessary to reflect the potential exposure associated with the Tariff Customer's expected market activity.

On the same day the third consecutive margin call is made, the Transmission Provider will initiate the consultation process by notifying the Tariff Customer of the additional collateral requirement based on the maximum amount permitted under the formula above and by requesting the Tariff Customer to supply any information that would permit the Transmission Provider to set the additional collateral requirement at a level lower than the maximum. Such information shall include, but is not limited

to: (i) the Tariff Customer's estimated exposure, (ii) explanations for any recent change in the Tariff Customer's market activity, (iii) any relevant new load or unit Outage information; or (iv) any default or supply contract expiration, termination or suspension. The Tariff Customer shall have one (1) Business Day to respond to the Transmission Provider's request. If the requested information is provided in full to the Transmission Provider's satisfaction during said period, the additional collateral requirement shall reflect the Tariff Customer's anticipated exposure based on the information provided. If the Tariff Customer fails to provide the requested information in full during said period, the additional collateral requirement shall equal the maximum amount permitted under the formula set forth above. In both cases, the additional collateral shall be provided by the Tariff Customer by close of the second Business Day following the day on which the third consecutive margin call was made, upon confirmation from the Transmission Provider.

To illustrate, assume a Tariff Customer's FTR Potential Exposure exceeds its Financial Security (less its alternative capitalization restrictions, if any, and FTR Auction Credit Allocation) on day one by \$100,000. The Transmission Provider would issue a margin call for financial assurances pursuant to Section II.F of this Attachment L. Next, assume that on day two a Tariff Customer's FTR Potential Exposure exceeds its Financial Security (less its alternative capitalization restrictions, if any, and FTR Auction Credit Allocation) by \$200,000, the Transmission Provider issues another margin call, and the excess is in addition to any financial assurances the Tariff Customer provided for the exposure on day one. Finally, assume on day

three the Tariff Customer's FTR Potential Exposure exceeds its Financial Security (less its alternative capitalization restrictions, if any, and FTR Auction Credit Allocation) by an additional \$200,000. Again the Transmission Provider would issue a margin call.

The average amount of the excess exposure over these three days is \$166,667.

Therefore, for ten (10) days after the third consecutive margin call, the Tariff Customer's FTR Potential Exposure value would be that calculated per the existing formulae plus the addition of up to \$1,666,670. On the eleventh day (the fourteenth day after the first margin call), assuming the Tariff Customer's FTR Potential Exposure did not continue to exceed its Financial Security (less its alternative capitalization restrictions, if any, and FTR Auction Credit Allocation), the FTR Potential Exposure value would be calculated per the existing formulae without the adder for the most recent three days multiplied by a factor of up to ten (10) times the average amount of the excess exposure.

If the Tariff Customer's FTR Potential Exposure exceeds its Financial Security (less its alternative capitalization restrictions, if any, and FTR Auction Credit Allocation) for more than three (3) consecutive Business Days, then the three (3) day average will be calculated on a rolling basis and the highest calculation for the days following will apply. Using the example above, assume the Tariff Customer's FTR Potential Exposure exceeded its Financial Security (less its alternative capitalization restrictions, if any, and FTR Auction Credit Allocation) on days four, five and six by \$200,000, \$100,000 and \$50,000, respectively. Beginning on day five and continuing

through the fourteenth day after the first margin call, up to \$200,000 would be added to the existing formulae (days two, three and four are each \$200,000 for an average of \$200,000, ten times of which is \$2,000,000). For the sixteenth day after the first margin call, the number would be reduced to \$1,166,666 (ten times the average of days four, five and six). Finally, assuming the Tariff Customer's FTR Potential Exposure did not continue to exceed its Financial Security (less its alternative capitalization restrictions, if any, and FTR Auction Credit Allocation) after day six, the FTR Potential Exposure value would be calculated per the existing formulae without the adder beginning on the seventeenth day after the first margin call.

1) FTR Auction Settled Transactions Exposure

Potential exposure to non-payment associated with settled FTR Auction transactions is calculated per the formula below:

$$\sum_{h \in H} \text{FTRTIE}_h + \sum_{i \in I} \text{FTRTME}_i$$

Where:

FTRTIE (FTR Transaction Invoiced Exposure) = the value of a given FTR Charge/Credit that has been invoiced, but not yet paid.

H = the set of all FTR Charge Types that have been invoiced but not yet paid.

FTRTME (FTR Transaction Measured Exposure) = the value of the given FTR Charge/Credit that has been settled and/or calculated, but not yet invoiced.

I = the set of all FTR Charge Types that have been settled and/or calculated, but not yet invoiced.

2) Auction Revenue Rights Settled Exposure

Potential exposure to non-payment associated with settled ARR is calculated per the formula below:

$$\sum_{c \in C} \text{ARRIE}_c + \sum_{d \in D} \text{ARRME}_d$$

Where:

ARRIE (Auction Revenue Rights Invoiced Exposure) = the value of a given Auction Revenue Rights Charge/Credit that has been invoiced, but not yet paid.

C = the set of all Auction Revenue Rights Charge Types that have been invoiced, but not yet paid.

ARRME (Auction Revenue Rights Measured Exposure) = the value of a given Auction Revenue Rights Charge/Credit that has been settled and/or calculated, but not yet invoiced

D = the set of all Auction Revenue Rights Charge Types that have been settled and/or calculated, but not yet invoiced.

3) FTR and ARR Transactions Cleared But Not Yet Settled Exposure

The potential exposure to non-payment associated with the FTR and ARR

Transactions Cleared But Not Yet Settled is calculated per the formula below:

$$\sum_{a \in A} APEM_a = \sum_{r \in R} FTRTEE_r + \sum_{e \in E} ARREE_e$$

Where:

APEM (Auction Payable Exposure Month(s)) = any current or forward month where the sum of the FTRTEE and ARREE is calculated as a net payable exposure by a given Tariff Customer to the Transmission Provider.

A = the set of all current or forward months where the sum of the FTRTEE and ARREE is calculated as a net payable exposure by a given Tariff Customer to the Transmission Provider

FTRTEE (FTR Transaction Estimated Exposure) = the value of a given FTR Charge/Credit that has been cleared, but not yet settled.

R = the set of all FTR Charge Types by month that have been cleared, but not yet settled.

ARREE (Auction Revenue Rights Estimated Exposure) = the value of a given Auction Revenue Rights Charge/Credit that has been cleared, but not yet settled

E = the set of all Auction Revenue Rights Charge Types by month that have been cleared, but not yet settled

4) FTR Portfolio Potential Exposure

Potential exposure to non-payment associated with FTRs registered in the name of the Tariff Customer is calculated per the formula below:

$$\sum_{a \in A} \text{FTRPIE}_a + \sum_{b \in B} \text{FTRPME}_b + \sum \text{FTRPEE}$$

Where:

FTRPIE (FTR Portfolio Invoiced Exposure) = the value of a given FTR Portfolio charge/credit that has been invoiced, but not yet paid.

A = the set of all FTR Portfolio Charge Types that have been invoiced, but not yet paid.

FTRPME = (FTR Portfolio Measured Exposure) = the value of a given FTR Portfolio Charge/Credit that has been settled and/or calculated, but not yet invoiced.

B = the set of all FTR Portfolio Charge Types that have been settled and/or calculated, but not yet invoiced.

FTRPEE = (FTR Portfolio Estimated Exposure) = any current or forward month where the value of the FTR Portfolio is calculated as a net payable exposure by a

given Tariff Customer to the Transmission Provider, which is the greater of the three calculations, FTRHCR, FTRMCR, and FTRMtA, per the following formula:

$$\text{FTRPEE} = (\text{>} (\text{FTRHCR}, \text{FTRMCR}, \text{FTRMtA}))$$

Where:

FTRHCR = Historical Collateral Requirement is calculated per the formula below:

$$\sum (\text{FTRMW} \times (\text{>} (\text{SRMCC}_{P(50)} - \text{SKMCC}_{P(50)}), (\text{SRMCC}_{P(75)} - \text{SKMCC}_{P(75)})) \times \text{PR} \times \text{HUM})_m$$

$$m \in M$$

Where

FTRMW = the MW value of the given FTR.

SRMCC_{P(50)} = the \$/MW/h Marginal Congestion Cost of the given FTR's Source Commercial Pricing Node at the 50th Percentile. The 50th Percentile Value (the P50 Value) for each Commercial Price Node will be developed on a rolling twelve (12) month basis using the actual values from the previous applicable twelve (12) months. These P50 values will be the value used as the Monthly Proxy Value. A new Monthly Proxy Value will be calculated each month using the actual values for the

previous twelve (12) months and will become effective as soon as practicable each month.

$SRMCC_{P(75)}$ = the \$/MW/h Marginal Congestion Cost of the given FTR's Source Commercial Pricing Node at the 75th Percentile. The 75th Percentile Value (the P75 Value) for each Commercial Price Node will be developed on a rolling twelve (12) month basis using the actual values from the previous applicable twelve (12) months. These P75 values will be the value used as the Monthly Proxy Value. A new Monthly Proxy Value will be calculated each month using the actual values for the previous twelve (12) months and will become effective as soon as practicable each month.

$SKMCC_{P(50)}$ = the \$/MW/h Marginal Congestion Cost of the given FTR's Sink Commercial Pricing Node at the 50th Percentile. The 50th Percentile value for each Commercial Price Node will be developed on a rolling twelve (12) month basis using the actual values from the previous applicable twelve (12) months. These P50 values will be the values used as the Monthly Proxy Value. A new Monthly Proxy Value will be calculated each month using the actual values for the previous twelve (12) months and will become effective as soon as practicable each month.

$SKMCC_{P(75)}$ = the \$/MW/h Marginal Congestion Cost of the given FTR's Sink Commercial Pricing Node at the 75th Percentile. The 75th Percentile

value for each Commercial Price Node will be developed on a rolling twelve (12) month basis using the actual values from the previous applicable twelve (12) months. These P75 values will be the values used as the Monthly Proxy Value. A new Monthly Proxy Value will be calculated each month using the actual values for the previous twelve (12) months and will become effective as soon as practicable each month.

PR (Peak Ratio) = the percentage of hours for peak and off-peak products. The peak percentage is 48% and the off-peak percentage is 52%.

HUM (Hours until Maturity) = the number of days remaining in the life of the FTR by month times 24 (to translate Days to Hours).

M = the set of all on-peak and off-peak FTRs owned by a given Market Participant.

FTRMCR = Minimum Collateral Requirement is calculated per the formula below:

$$FTRMCR = \sum (FTRMW \times PR \times MCR \times HUM)_m$$

$$m \in M$$

Where:

FTRMW = the MW value of the given FTR

PR (Peak Ratio) = the percentage of hours for peak and off-

peak products. The peak percentage is 48% and the off-peak percentage is 52%.

MCR = Minimum per Collateral Requirement (set at \$0.05)

HUM (Hours until Maturity) = the number of days remaining in the life of the FTR by month, times 24 (to translate Days to Hours).

M = the set of all on-peak and off-peak FTRs owned by a given Market Participant.

FTRMtA = Mark-to-Auction Adjustment is calculated per the formula below:

$$\text{FTRMtA} = \sum (\text{FTRMW} \times \text{PR} \times \text{HUM} \times \text{FTRMtADiff})_m$$

$$m \in M$$

Where:

FTRMW = the MW value of the given FTR

PR (Peak Ratio) = the percentage of hours for peak and off-peak products. The peak percentage is 48% and the off-peak percentage is 52%.

HUM (Hours until Maturity) = the number of days remaining in the life of the FTR by month, times 24 (to translate Days to Hours).

$$\text{FTRMtADiff} = (\text{Purchase Price} - \text{Current Auction Price})$$

Purchase Price = The original acquisition price of
the FTR for the appropriate time frame

Current Auction Price = The most recently cleared
FTR auction price for the appropriate time frame

M = the set of all on-peak and off-peak FTRs owned by a given
Market Participant.

C. Non-FTR Potential Exposure and/or FTR Potential Exposure Violations

A Tariff Customer will be required to (i) make payments of invoiced but unpaid amounts to reduce its Non-FTR Potential Exposure and/or its FTR Potential Exposure and/or (ii) provide additional Financial Security to increase its Total Credit Limit when the following occurs:

- a. its Non-FTR Potential Exposure equals or exceeds its Non-FTR Credit Limit (i.e., a Non-FTR Potential Exposure Violation); or
- b. its FTR Potential Exposure plus the larger of the FTR Auction Credit Allocation or FTR Auction Credit Exposure exceeds its Financial Security less its alternative capitalization requirement (i.e., a FTR Potential Exposure Violation).

1) Submission of Financial Security for Non-FTR Potential Exposure and/or FTR Potential Exposure Violations

Financial Security submitted to increase a Tariff Customer's Total Credit Limit must meet the requirements set for Financial Security as defined in Section VI.B of this Credit Policy.

A Tariff Customer will have two (2) Business Days from receipt of written notification of a Non-FTR Potential Exposure Violation and/or FTR Potential Exposure Violation to remedy the situation in a manner deemed acceptable by the Transmission Provider.

2) Suspension from Transmission Service and/or Market Services

A Tariff Customer that fails to cure a Non-FTR Potential Exposure Violation or an FTR Potential Exposure Violation within the required cure period shall be suspended, in accordance with Sections 7.16(a)(1)(ii) and 7.16(a)(2) of the Tariff, from participating in the Transmission Provider's Energy and Operating Reserve Markets and from requesting any future Markets and Services unless and until Tariff Customer's Non-FTR Potential Exposure Violation and/or its FTR Potential Exposure Violation is cured.

VI. CORPORATE GUARANTY AND FORMS OF FINANCIAL SECURITY

Each and every Corporate Guaranty shall secure any and all non-FTR obligations of such Applicant and/or Tariff Customer under or in connection with this Tariff and/or other agreements. Any acceptable Financial Security provided by or on behalf of an Applicant and/or Tariff Customer shall secure any and all obligations of such Applicant and/or Tariff Customer under or in connection with this Tariff and/or the other Agreements. The Tariff and the other Agreements are subject to cross-default under Section 7.16.1 of

this Tariff, such that Default under any Agreement (including, without limitation, any Financial Security) shall be deemed a Default under all of the Agreements.

The Transmission Provider reserves the right to deny, reject, or terminate acceptance of any Foreign Guaranty at any time, including for material adverse circumstances or occurrences.

A. Corporate Guaranty

In those cases where an Applicant and/or Tariff Customer is an Affiliate of another entity and would like to utilize the consolidated financial statements and other relevant information of its parent company or another Affiliate for obtaining credit, a signed Corporate Guaranty is required. A Corporate Guaranty may be accepted from a Guarantor that is organized under the laws of a jurisdiction within the United States or Canada (a Non-Foreign Guarantor) or a Guarantor that is organized under the laws of a jurisdiction outside of the United States or Canada (Foreign Guarantor). Through this financial instrument the parent company or other Affiliate guarantees all the Non-FTR liabilities of the Applicant and/or Tariff Customer.

Applicants and/or Tariff Customers will have an opportunity to utilize a Corporate Guaranty if all of the following conditions are met:

- 1) This Credit Policy sets forth financial standards for Non-Foreign Guarantors or Foreign Guarantors. The Guarantor will be eligible to provide a Corporate Guaranty if the Guarantor is found to meet the creditworthiness criteria of the Transmission Provider for its respective category.

- 2) The form and substance of the Corporate Guaranty must be acceptable to the Transmission Provider. *See* Exhibit I of this policy for an acceptable form of Non-Foreign Guaranty and Exhibit I.A for an acceptable form of Foreign Guaranty. The Transmission Provider may amend the form of Non-Foreign Guaranty and the form of Foreign Guaranty from time to time, either generally or on a case-by-case basis. In general, the Corporate Guaranty should clearly state the identities of the “Guarantor,” “Beneficiary” (Transmission Provider), and the “Obligor” (Transmission Customer and/or Market Participant). Further, the Corporate Guaranty should specify the relationship between the “Guarantor” and the “Obligor.”
- 3) The Non-Foreign Guaranty must be duly authorized by the Guarantor and signed by an officer of the Guarantor. The Transmission Provider may require the Non-Foreign Guarantor to furnish to the Transmission Provider:
 - (i) a properly executed opinion of the Guarantor’s counsel with respect to the enforceability of the Corporate Guaranty, and/or
 - (ii) a certificate of Corporate Guaranty that includes a seal of corporation with the Resolution to the Board of Directors and the Secretary’s Certificate of Director’s Resolutions (both contained in Exhibit I of this Credit Policy) certifying that the execution,

delivery, and performance of the Corporate Guaranty has been
duly authorized.

Adequate documentation regarding the signature authority of the person signing the
Corporate Guaranty must be provided to the Transmission Provider.

The Guarantor will be subject to periodic financial reviews for the purpose of
monitoring its creditworthiness, and the Corporate Guaranty will obligate the
Guarantor to submit all information and documents required of Applicant(s) and/or
Tariff Customer(s) under Section I of this Credit Policy including, without limitation,
Rating Agency reports, current financial statements, and information on any Material
Change in its financial condition.

Any breach of the Corporate Guaranty by the Guarantor or the requirements of the
Guarantor under this policy shall be deemed a breach of this policy and a Default
under this Tariff by the Guarantor and the respective Applicant(s) and/or Tariff
Customer(s) for whose benefit the Corporate Guaranty was issued. A breach of this
policy and a Default under this Tariff shall also occur if: (i) the Corporate Guaranty
expires or terminates (other than in accordance with its terms or upon the written
consent of the Transmission Provider); (ii) the Guarantor disaffirms, disclaims,
repudiates or rejects or challenges the validity of all or any part of the Corporate
Guaranty; or (iii) the Corporate Guaranty or any material provision of the Corporate
Guaranty ceases to be in full force and effect (other than in accordance with its terms
or upon the written consent of the Transmission Provider).

An Applicant and/or Tariff Customer or the Guarantor may request the withdrawal of its Corporate Guaranty by providing a written request to do so to Transmission Provider credit personnel. Notwithstanding any withdrawal request, a Corporate Guaranty may be withdrawn and/or terminated only upon approval by Transmission Provider. The Transmission Provider will not approve withdrawal or termination of a Corporate Guaranty unless and until:

- (i) alternate Financial Security acceptable to the Transmission Provider has been provided; or
- (ii) all financial obligations of Applicant and/or Tariff Customer under this Tariff and all other Agreements have been irrevocably satisfied in full and, if an Applicant, the Applicant has withdrawn its application to become a Market Participant, Transmission Customer or Coordination Customer and, if a Tariff Customer, the Tariff Customer is no longer a Market Participant, Transmission Customer or Coordination Customer.

If a Guarantor provides Corporate Guaranties for multiple Applicants and/or Tariff Customers and/or is also a Tariff Customer, the sum value of the Unsecured Credit Allowance of all such Applicants and/or Tariff Customer and the Guarantor shall not exceed the lesser of:

- (i) the approved Unsecured Credit Allowance for the Guarantor based on Transmission Provider's financial review of Guarantor; or
- (ii) \$50 million for Non-Foreign Guaranties and \$25 million for Foreign Guaranties.

If a Corporate Guaranty is utilized to establish an Unsecured Credit Allowance for an Applicant or Tariff Customer, the value of the Corporate Guaranty shall be the least of:

- (i) the limit imposed in the Corporate Guaranty; or
- (ii) the portion of the Unsecured Credit Allowance calculated for the Guarantor that is allocated to such Applicant and/or Tariff Customer in Transmission Provider's discretion; or
- (iii) \$50 million for Non-Foreign Guaranties and \$25 million for Foreign Guaranties.

See Section II.B for further information on Unsecured Credit Allowance.

1. Non-Foreign Guaranties

Applicants and/or Tariff Customers who request a Non-Foreign form of Guaranty may be extended unsecured credit equal to the least of:

- (i) the amount determined as a result of financial review of the Guarantor by the Transmission Provider;
- (ii) the amount guaranteed by the Guarantor if the Transmission Provider finds such amount appropriate; and
- (iii) \$50 Million or, the total of all unsecured credit where the Guarantor is also an Applicant and/or Tariff Customer or guarantees the obligations of more than one Applicant and/or Tariff Customer, the portion of the \$50 million

Unsecured Credit maximum that the Transmission Provider allocates to the Applicant and/or Tariff Customer, in the Transmission Provider’s discretion.

Any shortfall between the Total Potential Exposure and the Unsecured Credit granted to the Applicant and/or Tariff Customer as a result of financial review of the Guarantor will require additional Financial Security.

2. Foreign Guaranties

A Foreign Guaranty is a Corporate Guaranty that is provided by a Foreign Guarantor. A Tariff Customer may provide a Foreign Guaranty in satisfaction of part of its credit obligations provided that all of the following conditions are met:

a. A Foreign Guaranty:

- i. Must contain provisions equivalent to those contained in the Transmission Provider’s standard form of Foreign Guaranty with any modifications subject to review and approval by the Transmission Provider’s counsel.
- ii. Must be denominated in US currency.
- iii. Must be written and executed solely in English, including any duplicate originals.
- iv. Will not be accepted towards a Tariff Customer’s Unsecured Credit Allowance for more than the following limits, depending on the Foreign Guarantor's credit rating and the sovereign rating of the country:

Rating of Foreign Guarantor	Maximum Accepted Guaranty if Country Rating is AA+ (in U.S. Dollars)
A- or above	\$25,000,000

BBB+	\$15,000,000
BBB	\$5,000,000
BBB- or below	\$0

- v. May not exceed 50% of the Tariff Customer’s Unsecured Credit Allowance, if the Foreign Guarantor is rated less than BBB+ or equivalent.

b. A Foreign Guarantor:

i. Credit Requirements:

Must not only satisfy all provisions of the Transmission Provider’s Credit Policy applicable to Non-Foreign Guarantors, but must also have a Senior Unsecured debt rating equal to BBB or greater (or the equivalent, in the Transmission Provider’s sole discretion) by any and all Rating Agencies that provide rating coverage of the entity. The credit limit extended to a Foreign Guarantor will be based on the Transmission Provider’s credit scoring model applicable to Domestic Guarantors; however, the maximum Unsecured Credit Allowance will be capped by the credit rating and the sovereign rating as detailed in the above table.

ii. Additional Requirements

- Must be an Affiliate of the Tariff Customer.
- Must provide audited financials in United States and/or Canadian GAAP format or International Financial Reporting Standards (IFRS) format with a clear representation of net worth, intangible assets, and any other information the Transmission Provider may

require in order to determine the entity's Unsecured Credit Allowance.

- Must maintain an agent for acceptance of service of process in the United States; such agent shall be situated in the State of Indiana
- Must provide a Secretary's Certificate certifying the adoption of Corporate Resolutions:
 1. Authorizing and approving the Guaranty; and
 2. Authorizing the Officers to execute and deliver the Guaranty on behalf of the Guarantor.
- Must be domiciled in a country with a minimum long-term sovereign (or equivalent) rating of AA+/Aa1, with the following conditions:
 1. Sovereign ratings must be available from at least two (2) Rating Agencies.
 2. Each Rating Agency's sovereign rating for the domicile will be considered to be the lowest of: country ceiling, senior unsecured government debt, long-term foreign currency sovereign rating, long-term local currency sovereign rating, or other equivalent measures, at the Transmission Provider's sole discretion.

3. If ratings are available from more than one Rating Agency, the lowest available rating will be used.
- Must be domiciled in a country that recognizes and enforces judgments of US courts.
 - Must demonstrate financial commitment to activity in the United States as evidenced by one of the following:
 1. American Depository Receipts (ADR) are traded on the New York Stock Exchange, American Stock Exchange, or NASDAQ.
 2. Equity ownership worth over USD 100,000,000 in the wholly-owned or majority owned subsidiaries in the United States
 - Must satisfy all other applicable provisions of the Transmission Provider's Tariff and/or Market Participant Agreement, including this Credit Policy.
 - Must pay for all expenses incurred by the Transmission Provider related to reviewing and accepting Foreign Guaranty beyond nominal in-house credit and legal review.
 - Must, at its own cost, provide the Transmission Provider with an independent legal opinion from an attorney/solicitor of the Transmission Provider's choosing and licensed to practice law in

the United States and/or Guarantor's domicile, in form and substance acceptable to the Transmission Provider in its sole discretion, confirming the enforceability of the Foreign Guaranty, the Guarantor's legal authorization to grant the Guaranty, the conformance of the Guaranty, Guarantor, and Guarantor's domicile to all of these requirements, and such other matters as the Transmission Provider may require in its sole discretion.

B. Acceptable Forms of Financial Security

Applicants and/or Tariff Customers who provide Financial Security under the terms of this Credit Policy may submit Financial Security in the form of Cash Deposit or Irrevocable Letter of Credit. All of the above instruments may be submitted separately or in combinations to constitute the full amount of any required Financial Security. The Transmission Provider will instruct the Applicant and/or Tariff Customer as to the form of Financial Security most appropriate to its circumstances. The Applicant and/or Tariff Customer will be required to fulfill their obligations for Financial Security per the Transmission Provider's instructions.

Any breach of Financial Security by the person issuing the Financial Security under this policy shall be deemed a breach of this policy and a Default under this Tariff by the person issuing the Financial Security and the respective Applicant(s) and/or Tariff Customer(s) for whose benefit the Financial Security was issued. A breach of this policy and a Default under this Tariff shall also occur if: (i) the Financial Security expires or terminates (other than in accordance with its terms or upon the written

consent of the Transmission Provider); (ii) the person issuing the Financial Security disaffirms, disclaims, repudiates or rejects or challenges the validity of all or any part of the Financial Security; or (iii) the Financial Security or any material provision of the Financial Security ceases to be in full force and effect (other than in accordance with its terms or upon the written consent of the Transmission Provider).

1) Cash Deposits

A Cash Deposit in an amount determined by the Transmission Provider may serve as a form of Financial Security. The initial Cash Deposit must be accompanied by execution and delivery of a Cash Collateral Agreement in the form attached to this Credit Policy as Exhibit III and, upon the request of the Transmission Provider, a “Control Agreement” in a form approved by the Transmission Provider. The Transmission Provider may amend the forms of agreement from time to time, either generally or on a case-by-case basis.

The Cash Deposit will be placed in a segregated account to be registered in Transmission Provider’s name and to be held within the complete control of the Transmission Provider to secure the payment of the Applicant’s and/or Tariff Customer’s obligations under or in connection with the Tariff and/or any of the other Agreements. Cash Deposits will be held in accordance with the Cash Collateral Agreement and will accrue interest at the Transmission Provider’s overnight bank rate. This interest will accrue to the benefit of the Applicant and/or Tariff Customer and be added to the balance of the segregated account. Accrued and unpaid interest that has not been applied to satisfy the Applicant’s

and/or Tariff Customer's obligations will be released and paid to the Applicant and/or Tariff Customer quarterly by the last business day in January, April, July, and October of each year; provided that the Transmission Provider shall not be obligated to pay any interest to the Applicant and/or Tariff Customer or release any amount from the segregated account after and during the continuation of a Default.

The Applicant and/or Tariff Customer shall be required in the Credit and Security Agreement and/or Cash Collateral Agreement to grant Transmission Provider a first priority security interest in and to any and all cash, cash collateral and deposit accounts held or controlled by the Transmission Provider then existing or thereafter opened and any and all proceeds of such collateral, including, without limitation, the cash and interest deposited therein. This security interest secures the prompt payment when due of any and all obligations of the Applicant and/or Tariff Customer under or in connection with this Tariff, and/or any and all other Agreements.

Should an Applicant and/or Tariff Customer fail to make a timely payment, the Applicant's and/or Tariff Customer's outstanding account balance will be satisfied using deposited funds. If any portion or all of the deposit is used to satisfy an Applicant's and/or Tariff Customer's obligation, the deposit must be promptly replenished within ten (10) Business Days.

At the Transmission Provider's discretion, an Applicant or Tariff Customer may replace Cash Deposits with other forms of Financial Security.

2) Irrevocable Letter of Credit

An Irrevocable Letter of Credit for the value of Financial Security required by the Transmission Provider may be submitted as a form of Financial Security. *See* Exhibit II of this Credit Policy for an acceptable form of Irrevocable Letter of Credit. The Transmission Provider may amend the form of Irrevocable Letter of Credit from time to time, generally or on a case-by-case basis.

The Irrevocable Letter of Credit should clearly specify the “Issuer,” the “Account Party” and “Beneficiary,” the initial term of one (1) year and the dollar amount available for drawing. It should also include a statement as to the instructions and terms for funds disbursement (*see* Exhibit II). At the time of issuance and at all times the Irrevocable Letter of Credit is outstanding, the financial institution issuing the Irrevocable Letter of Credit cannot have a Long Term rating lower than “A-” by Standard & Poor’s or lower than “A3” by Moody’s. Further, a non-domestic or non-Canadian financial institution issuing the Irrevocable Letter of Credit must issue the Irrevocable Letter of Credit from a domestic branch in addition to meeting the above mentioned minimum rating requirement. All costs associated with obtaining an Irrevocable Letter of Credit will be the sole responsibility of the Applicant and/or Tariff Customer. If Tariff Customer chooses to replace an Irrevocable Letter of Credit with a new Irrevocable Letter of Credit, the Transmission Provider will return the initial Irrevocable Letter of Credit when the replacement Irrevocable Letter of Credit is received by the

Transmission Provider in form and amount acceptable to the Transmission Provider.

Under the form of Irrevocable Letter of Credit, the Irrevocable Letter of Credit automatically renews each year unless the issuing financial institution provides a notice to the Transmission Provider at least one hundred twenty (120) days prior to its expiration date stating its decision not to renew the Irrevocable Letter of Credit. Regardless of whether the Irrevocable Letter of Credit automatically renews, if the Irrevocable Letter of Credit is not renewed, for at least an additional year, at least one hundred twenty (120) days prior to its stated expiration date (a “Non-Renewal Event”), the Applicant and/or Tariff Customer must submit another form of Financial Security acceptable to the Transmission Provider, in the Transmission Provider’s sole discretion, no later than one hundred ten (110) days prior to the stated expiration date.

Should the amount of the Irrevocable Letter of Credit fall below the required level due to a drawing, it must be promptly replenished or substituted by another form of Financial Security acceptable to the Transmission Provider within ten (10) Business Days.

If the issuing financial institution’s Long Term rating is lower than “A-” by Standard & Poor’s or lower than “A3” by Moody’s , the Transmission Provider may require the Applicant and/or Tariff Customer to submit another form of Financial Security acceptable to the Transmission Provider, in the Transmission

Provider's sole discretion, promptly (no later than ten (10) Business Days of such request) in place of the Irrevocable Letter of Credit.

If the Applicant and/or Tariff Customer fails to submit the required Financial Security within the required time period after a Non-Renewal Event or Rating Event, it may be a Default under this Credit Policy and the Tariff. In addition to any other remedies available to the Transmission Provider, the Transmission Provider may draw down the entire Irrevocable Letter of Credit and hold the proceeds in an unsegregated account and apply such proceeds to amounts owed by the Applicant and/or Tariff Customer under this Tariff, and/or any of the other Agreements. If the Applicant and/or Tariff Customer executes and delivers the documents required by the Transmission Provider, including, without limitation, a Cash Collateral Agreement in the form attached to this Credit Policy (or such other form acceptable to the Transmission Provider) or an amendment thereto, the Transmission Provider shall treat the amount obtained upon such draw and not previously applied to amounts owed by such Applicant and/or Tariff Customer as a Cash Deposit and transfer it to a segregated account.

By executing the Credit and Security Agreement in the form attached to this Credit Policy as Exhibit V, the Applicant and/or Tariff Customer grants the Transmission Provider a first priority security interest in and to any and all proceeds of any and all Letters of Credit then existing or thereafter issued with the Transmission Provider as Beneficiary and Applicant and/or Tariff Customer as Account Party, including, without limitation, the cash issued upon a draw thereon.

This security interest secures the prompt payment when due of any and all obligations of the Applicant and/or Tariff Customer under or in connection with the Tariff and any and all other Agreements.

Should an Applicant and/or Tariff Customer fail to make a timely payment, the Transmission Provider may use proceeds from the Irrevocable Letter of Credit to satisfy the Applicant's and/or Tariff Customer's outstanding account balance.

VII. REQUESTS TO CHANGE UNSECURED CREDIT OR FINANCIAL SECURITY

If there is a positive Material Change in the financial condition of the Tariff Customer, a significant reduction in the Total Potential Exposure of the Tariff Customer, or any other change that the Tariff Customer believes may warrant an increase in the Tariff Customer's Unsecured Credit Allowance and/or a reduction in the Financial Security provided by the Tariff Customer, the Tariff Customer may make a written request to the Transmission Provider to reevaluate the Tariff Customer's Unsecured Credit Allowance and/or the Tariff Customer's level of Financial Security. The Transmission Provider will respond to such a request within a reasonable time after receiving all information that it requests in response to the Tariff Customer's request. The Transmission Provider anticipates that it will respond to the Tariff Customer's request within ten (10) Business Days of receiving all such information.

VIII. DEFAULTS

Any violation of any provision of this Credit Policy as it may be amended from time to time, unless cured within any applicable cure period set forth herein, shall be a Default under this Credit Policy and this Tariff. Section 7.16.1 of this Tariff provides that any

Default under this Tariff (including, without limitation, this Credit Policy) and/or any other Agreements shall constitute a Default under the Tariff and all of the Agreements.

EXHIBIT I

CORPORATE GUARANTY

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including, without limitation, the credit advance by the Midcontinent Independent System Operator, Inc. (“Transmission Provider”) to _____ (“Company”), the undersigned guarantor (“Guarantor”), hereby unconditionally and irrevocably guarantees the prompt and complete payment of all amounts that Company now or hereafter owes, and the performance of all other obligations of the Company, under the terms and conditions of the Transmission Provider’s Transmission, Energy and Operating Reserve Markets Tariff on file with the Federal Energy Regulatory Commission (“Commission”), as may be amended and supplemented from time to time, together with all schedules and attachments thereto and any replacements or substitutes (the “Tariff”), any agreements entered into by Company under, pursuant to, or in connection with the Tariff and/or any agreements to which Transmission Provider and Company are Parties, as may be amended or supplemented from time to time whether now existing or hereafter arising in accordance with their respective terms, together with costs of enforcement and collection, including attorneys’ fees (collectively, the “Liabilities”). The Tariff, any and all agreements entered into by Company under, pursuant to or in connection with the Tariff, and any and all agreements to which the Company and Transmission Provider are parties, each as it may be amended from time to time and whether it currently exists or is entered into at anytime in the future are collectively referred to herein as the “Agreements”. The Agreements include, without limitation, the Tariff,

the Service Agreement, dated _____, _____, and the Market Participant Agreement, dated _____, _____.

1. If Company does not perform each of its obligations in strict accordance with each respective Agreement, Guarantor shall immediately pay upon demand all amounts now or hereafter due under all of the Agreements (including, without limitation, all principal, interest and fees) and otherwise proceed to complete the same and satisfy all of the Liabilities, including Company's obligations under all of the Agreements. This Guaranty may be satisfied by Guarantor paying and/or performing (as appropriate) Company's Liabilities or by the Guarantor causing Company's Liabilities to be paid or performed; provided, however, that Guarantor shall at all times remain fully responsible and liable for its obligations hereunder notwithstanding any such payment or performance (or failure thereof) by any third party.
2. This Guaranty is an absolute, unconditional and continuing guaranty of the full and punctual payment and performance by Company of all of the Liabilities, including each of its obligations under each of the Agreements, and not of collectibility only, and is in no way conditioned upon any requirement that Transmission Provider (or any other person) first attempt to collect payment from Company or any other guarantor or surety or resort to any security or other means of obtaining payment of all or any part of the Liabilities or upon any other contingency. This is a continuing guaranty and shall be binding upon Guarantor regardless of: (i) how long after the date hereof the Agreement is entered into; (ii) how long after the date hereof any part of the obligations under the Agreements is incurred by Company; and (iii) the amount of the obligations under the Agreements at

any time outstanding. Transmission Provider may enforce this Guaranty from time to time and as often as occasion for such enforcement may arise.

3. The obligations hereunder are independent of the obligations of Company and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Company or whether Guarantor is joined in any such action or actions. Guarantor's liability under this Guaranty is not conditioned or contingent upon genuineness, validity, regularity or enforceability of any of the Agreements.
4. Guarantor authorizes Transmission Provider, without notice or demand and without affecting its liability hereunder, from time to time, to: (i) renew, extend, modify, supplement or otherwise change the terms of any or all the Agreements or any part thereof; (ii) take and hold security for the payment of this Guaranty or any or all of the Liabilities, and exchange, enforce, waive and release any such security; and (iii) apply such security and direct the order or manner of sale of any collateral provided as such security as Transmission Provider (or any other person) in its sole discretion may determine. The obligations and liabilities of Guarantor hereunder shall be absolute and unconditional, shall not be subject to any counterclaim, set-off, deduction or defense based upon any claim Guarantor may have against Company, any other Guarantor, or any other person or entity, and shall remain in full force and effect until all of the obligations of Guarantor hereunder and all of the Liabilities, including all obligations of Company under each of the Agreements, have been fully and irrevocably satisfied, without regard to, or release or discharge by, any event, circumstance or condition (whether or not Guarantor shall have knowledge or notice thereof) which might constitute a legal or

equitable defense or discharge of a Guarantor or surety or which might in any way limit recourse against Guarantor, including without limitation: (i) any renewal, amendment or modification of, or supplement to, the terms of any or all of the Agreements; (ii) any waiver, consent or indulgence by Transmission Provider (or any other person), or any exercise or non-exercise by Transmission Provider (or any other person) of any right, power or remedy, under or in respect of this Guaranty or any of or all the Agreements (whether or not Guarantor or Company has or have notice or knowledge of any such action or inaction); (iii) the invalidity or unenforceability, in whole or in part, of any or all of the Agreements, or the termination, cancellation or frustration of any thereof, or any limitation or cessation of Company's liability under any thereof (other than any limitation or cessation expressly provided for therein), including without limitation any invalidity, unenforceability or impaired liability resulting from Company's lack of capacity, power and/or authority to enter into any or all of the Agreements and/or to incur any or all of the obligations thereunder, or from the execution and delivery of any or all of the Agreements by any person acting for Company without or in excess of authority; (iv) any actual, purported or attempted sale, assignment or other transfer by Transmission Provider (or any other person) of any or all of the Agreements or of any or all of its rights, interests or obligations thereunder; (v) the taking or holding by Transmission Provider of a security interest, lien or other encumbrance in or on any property as security for any or all of the Liabilities, including any or all of the obligations of Company under any or all of the Agreements, the posting of a cash deposit, letter of credit, performance bond or other financial accommodation, or any exchange, release, non-perfection, loss or

alteration of, or any other dealing with, any such security; (vi) the addition of any party as a guarantor or surety of all or any part of the Liabilities, including obligations of Company under any or all of the Agreements; (vii) any merger, amalgamation or consolidation of Company into or with any other entity, or any sale, lease, transfer or other disposition of any or all of Company's assets or any sale, transfer or other disposition of any or all of the shares of capital stock or other securities of Company to any other person or entity; or (viii) any change in the financial condition of Company or (as applicable) of any subsidiary, affiliate, partner or controlling shareholder thereof, or Company's entry into an assignment for the benefit of creditors, an arrangement or any other Agreement or procedure for the restructuring of its liabilities, or Company's insolvency, bankruptcy, reorganization, dissolution, liquidation or any similar action by or occurrence with respect to Company.

5. Guarantor unconditionally waives, to the fullest extent permitted by law: (i) notice of any of the matters referred to in §4 hereof; (ii) any right to the enforcement, assertion or exercise by Transmission Provider (or any other person) of any of Guarantor of its rights, powers or remedies under, against or with respect to (a) any of the Agreements, (b) any other guarantor or surety, or (c) any security for all or any part of the Liabilities, including the obligations of Company under all or any of the Agreements or obligations of Guarantor hereunder; (iii) any requirement of diligence and any defense based on a claim of laches; (iv) all defenses which may now or hereafter exist by virtue of any statute of limitations, or of any stay, valuation, exemption, moratorium or similar law, except the sole defense of full and indefeasible payment; (v) any requirement that

Guarantor be joined as a party in any action or proceeding against Company to enforce any of the provisions of any of the Agreements; (vi) any requirement that Guarantor be involved in any dispute resolution procedures involving the Company to enforce any of its obligations under any of the Agreements (including the dispute resolution procedures set forth in the Tariff); (vii) any requirement that Transmission Provider (or any other person) mitigate or attempt to mitigate damages resulting from a default by Guarantor hereunder or from a default by Company under any of the Agreements; (viii) acceptance of this Guaranty; and (ix) all presentments, protests, notices of dishonor, demands for performance and any and all other demands upon and notices to Company, and any and all other formalities of any kind, the omission of or delay in performance of which might but for the provisions of this Section constitute legal or equitable grounds for relieving or discharging Guarantor in whole or in part from its irrevocable, absolute and continuing obligations hereunder, it being the intention of Guarantor that its obligations hereunder shall not be discharged except by payment and performance and then only to the extent thereof.

6. Guarantor waives any right to require Transmission Provider (or any other person) to (i) proceed against Company; (ii) proceed against or exhaust any security held from Company; or (iii) pursue any other remedy whatsoever. So long as any obligations remain outstanding under this Guaranty or any of the Agreements, Guarantor shall not exercise any rights against Company arising as a result of payment by Guarantor hereunder, by way of subrogation or otherwise, and will not prove any claim in competition with Transmission Provider (or any other party to any of the Agreements) in

respect of any payment under the Agreements in bankruptcy or insolvency proceedings of any nature. Guarantor will not claim any set-off or counterclaim against Company in respect of any liability of Guarantor to Company and Guarantor waives any benefit of any right to participate in any collateral which may be held by Transmission Provider (or any other party to any of the Agreements or holding any security for any of the Liabilities).

7. If after receipt of any payment of, or the proceeds of any collateral for, all or any part of the Liabilities, the surrender of such payment or proceeds is compelled or volunteered to any person because such payment or application of proceeds is or may be avoided, invalidated, recaptured, or set aside as a preference, fraudulent conveyance, impermissible set -off or for any other reason, whether or not such surrender is the result of: (i) any judgment, decree or order of any court or administrative body having jurisdiction, or (ii) any settlement or compromise of any claim as to any of the foregoing with any person (including Company), then the Liabilities, or part thereof affected, shall be reinstated and continue and this Guaranty shall be reinstated and continue in full force as to such Liabilities or part thereof as if such payment or proceeds had not been received, notwithstanding any previous cancellation of any instrument evidencing any such Liabilities or any previous instrument delivered to evidence the satisfaction thereof. The provisions of this Section shall survive the termination of this Guaranty and any satisfaction and discharge of Company by virtue of any payment, court order or any Federal, state or local law.

8. Any indebtedness of Company now or hereafter held by Guarantor is hereby subordinated to the Liabilities and any indebtedness of Company under any of the Agreements; and such indebtedness of Company to Guarantor shall be collected, enforced and received by Guarantor as trustee for Transmission Provider and be paid over to Transmission Provider on account of the Liabilities but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.
9. Guarantor represents and warrants to Transmission Provider, as an inducement to Transmission Provider to make the credit advances to Company, that: (i) the execution, delivery and performance by Guarantor of this Guaranty (a) are within Guarantor's powers and have been duly authorized by all necessary action; (b) do not contravene Guarantor's charter documents or any law or any contractual restrictions binding on or affecting Guarantor or by which Guarantor's property may be affected; and (c) do not require any authorization or approval or other action by, or any notice to or filing with, any public authority or any other person except such as have been obtained or made; (ii) this Guaranty constitutes the legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms, except as the enforceability thereof may be subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally and by general principles of equity; (iii) Company is a wholly owned subsidiary of Guarantor; and (iv) there is no action, suit or proceeding affecting Guarantor pending or threatened before

any court, arbitrator, or public authority that may materially adversely affect Guarantor's ability to perform its obligations under this Guaranty.

10. The Guarantor must submit any and all documents that the Guarantor would be required to submit under Transmission Provider's Credit Policy (as may be amended from time to time) if the Guarantor applied for and/or obtained credit under such Credit Policy, including, without limitation, (i) at least annually a current bond/debt rating report for senior unsecured debt of the Guarantor and an issuer rating issued by Moody's Investor Services or Standard & Poor's, promptly upon its issuance, and (ii) financial reports of the Guarantor promptly upon their issuance including, without limitation, annual audited financial statements prepared in accordance with generally accepted accounting principles, with auditor notes and auditor's report, to be delivered no later than one hundred twenty (120) days after the end of each fiscal year of the Guarantor and internally prepared quarterly financial statements, if requested by Transmission Provider, prepared in accordance with generally accepted accounting principles, no later than sixty (60) days after the end of each fiscal quarter of the Guarantor. Further, Guarantor must inform Transmission Provider in writing within five (5) Business Days of any Material Change (as defined in the Transmission Provider's Credit Policy, as may be amended from time to time) in its financial status. In addition to any other remedies available at law or in equity, a Guarantor's failure to provide this information may result in proceedings by Transmission Provider to terminate the Agreements with the Company.
11. Guarantor agrees to pay on demand reasonable attorneys' fees and all other costs and expenses which Transmission Provider, and any ITCs (as defined in the Tariff), their

affiliates, representatives, successors and assigns may incur in the enforcement of this Guaranty. No terms or provisions of this Guaranty may be changed, waived, revoked or amended without Transmission Provider's prior written consent. Should any provision of this Guaranty be determined by a court of competent jurisdiction to be unenforceable, all of the other provisions shall remain effective. This Guaranty embodies the entire Agreement among the parties hereto with respect to the matters set forth herein, and supersedes all prior Agreements among the parties with respect to the matters set forth herein. No course of prior dealing among the parties, no usage of trade, and no parole or extrinsic evidence of any nature shall be used to supplement, modify or vary any of the terms hereof. There are no conditions to the full effectiveness of this Guaranty.

Transmission Provider may assign this Guaranty, and its rights hereunder in whole or in part, without consent and without in any way affecting Guarantor's liability under it. This Guaranty shall inure to the benefit of Guarantor, Transmission Provider, Company, the ITCs and their successors and assigns. Guarantor may not assign this Guaranty without Transmission Provider's consent. This Guaranty is in addition to the guaranties of any other guarantors and any and all other guaranties of any of the Liabilities, including Company's indebtedness or obligations under any or all of the Agreements.

12. This Guaranty shall be governed by the laws of the State of Indiana, without regard to conflicts of law principles. Guarantor hereby irrevocably submits to the jurisdiction of any Indiana or United States Federal court sitting in Indiana over any action or proceeding arising out of or relating to this Guaranty or any of the Agreements, and Guarantor hereby irrevocably agrees that all claims in respect of such action or

proceeding may be heard and determined in such Indiana state or federal court. Guarantor irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Guarantor at its address set forth herein. Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Guarantor further waives any objection to venue in Indiana and any objection to an action or proceeding in such State on the basis of forum non-conveniens. Guarantor further agrees that any action or proceeding brought against Transmission Provider shall be brought only in Indiana or the United States Federal courts sitting in Indiana. Nothing herein shall affect the right of Transmission Provider to bring any action or proceeding against the Guarantor or its property in the courts of any other jurisdictions.

13. GUARANTOR ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY COUNSEL OF ITS CHOICE WITH RESPECT TO THIS GUARANTY AND THAT IT MAKES THE FOLLOWING WAIVER KNOWINGLY AND VOLUNTARILY. GUARANTOR IRREVOCABLY WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY, THE AGREEMENTS OR ANY DOCUMENTS RELATED THERETO (INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS) AND THE ENFORCEMENT OF ANY OF COMPANY'S RIGHTS AND REMEDIES.

14. GUARANTOR HEREBY KNOWINGLY AND VOLUNTARILY AGREES THAT
THE RESOLUTION OF ANY DISPUTE THAT ARISES UNDER THIS GUARANTY
SHALL NOT BE SUBJECT TO THE DISPUTE RESOLUTION PROCEDURES SET
FORTH IN THE TARIFF AND WAIVES ANY RIGHTS TO THE CONTRARY.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty as of
this ____ day of _____, _____.

[GUARANTOR]

Tax I.D. No. _____

By: _____

Print Name: _____

Title: _____

(Officer of the Corporation)

Address: _____

CONTINUED, EXHIBIT I -CORPORATE GUARANTY

SECRETARY'S CERTIFICATE OF DIRECTORS' RESOLUTIONS

I, _____, do hereby certify that I am the Secretary of
_____, a _____ corporation;
that I am the keeper of the corporate records and the seal of said Corporation; that the foregoing
is true and correct copy of resolutions duly adopted and ratified by the Board of Directors of said
Corporation in accordance with its bylaws and the laws of the said State on the _____ day of
_____, _____ as compared by me with the original of said resolutions recorded
in the minutes of said Corporation which resolutions authorize the Corporation to execute that
certain Unconditional Corporate Guaranty in consideration for, among other things, the credit
advance of the Midcontinent Independent System Operator, Inc. to _____; and the
same have not in any way been modified, repealed or rescinded but are in full force and effect;
that the foregoing resolutions are not inconsistent with the Certificate of Incorporation and the
bylaws of this Corporation.

WITNESS, my hand and the seal of said corporation this _____ day of _____,

_____.

Secretary

[CORPORATE SEAL]

CONTINUED, EXHIBIT I- CORPORATE GUARANTY

RESOLUTION TO THE BOARD OF DIRECTORS

WHEREAS, _____ (the “Subsidiary”) desires to become and/or remain a Transmission Customer or Market Participant under the Transmission, Energy and Operating Reserve Markets Tariff (the “Tariff”) of the Midcontinent Independent System Operator, Inc. (the “Company”) and for the Company to make credit advances to the Subsidiary; and

WHEREAS, this Corporation deems it to be in its direct benefit and in its best interests to guaranty all present and future obligations of the Subsidiary under the Tariff and certain other agreements as an inducement to the Company to allow the Subsidiary to become or remain a Transmission Customer and/or Market Participant under the Tariff and to provide credit advances to the Subsidiary;

NOW THEREFORE, it is hereby:

RESOLVED, that the Board of Directors of this Corporation hereby approves the guaranty of obligations of the Subsidiary by this Corporation substantially as set forth in the Corporate Guaranty attached to these Resolutions as Exhibit A; and it is further

RESOLVED, that the officers and agents of this Corporation are hereby authorized, directed and empowered to make, execute and deliver, either jointly or individually, for and on behalf of and in the name of this Corporation, a guaranty with respect to the obligations of the Subsidiary under the Tariff and certain other agreements and any and all amendments, supplements and modifications thereto substantially in the form of the Corporate Guaranty attached to these Resolutions as Exhibit A; and it is further

RESOLVED, that said officers and agents, and each of them, are hereby authorized, directed and empowered, either jointly or individually, to execute and deliver any and all instruments, papers and documents and to do all other acts that each of them may deem convenient or proper to effectuate the purpose and intent of these Resolutions from time to time or otherwise; and it is further

RESOLVED, that all action heretofore taken and all documentation heretofore delivered by any of said officers and agents, or by any individual who currently holds or has held any of said offices, in furtherance of the foregoing is hereby ratified, adopted, approved and confirmed and declared to be binding and enforceable obligations of this Corporation in accordance with the respective terms and provisions hereof, and it is further

RESOLVED, that the authorization herein set forth shall remain in full force and effect until written notice of their modification or discontinuance shall be given to and actually received by the Company, but no such modification or discontinuance shall affect the validity of the acts of any person, authorized to so act by these resolutions performed prior to the receipt of such notice by the Company.

CONTINUED, EXHIBIT I- CORPORATE GUARANTY

FOREIGN GUARANTY

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including, without limitation, the credit advance by the Midcontinent Independent System Operator, Inc. (“Transmission Provider”) to (“Company”), the undersigned guarantor (“Guarantor”), hereby unconditionally and irrevocably guarantees the prompt and complete payment of all amounts that Company now or hereafter owes, and the performance of all other obligations of the Company, under the terms and conditions of the Transmission Provider’s Open Access Transmission, Energy and Operating Reserve Markets Tariff on file with the Commission, as may be amended and supplemented from time to time, together with all schedules and attachments thereto and any replacements or substitutes (the “Tariff”), any agreements entered into by Company under, pursuant to, or in connection with the Tariff and/or any agreements to which Transmission Provider and Company are Parties, as may be amended or supplemented from time to time whether now existing or hereafter arising in accordance with their respective terms, together with costs of enforcement and collection, including attorneys’ fees (collectively, the “Liabilities”). The Tariff, any and all agreements entered into by Company under, pursuant to or in connection with the Tariff, and any and all agreements to which the Company and Transmission Provider are parties, each as it may be amended from time to time and whether it currently exists or is entered into at anytime in the future are collectively referred to herein as the “Agreements”. The Agreements include, without limitation, the Tariff, the Service Agreement, dated _____, _____, and the Market Participant Agreement, dated _____, _____.

1. If Company does not perform each of its obligations in strict accordance with each respective Agreement, Guarantor shall immediately pay upon demand all amounts now or hereafter due under all of the Agreements (including, without limitation, all principal, interest and fees) and otherwise proceed to complete the same and satisfy all of the Liabilities, including Company's obligations under all of the Agreements. This Guaranty may be satisfied by Guarantor paying and/or performing (as appropriate) Company's Liabilities or by the Guarantor causing Company's Liabilities to be paid or performed; provided, however, that Guarantor shall at all times remain fully responsible and liable for its obligations hereunder notwithstanding any such payment or performance (or failure thereof) by any third party.
2. This Guaranty is an absolute, unconditional and continuing guaranty of the full and punctual payment and performance by Company of all of the Liabilities, including each of its obligations under each of the Agreements, and not of collectibility only, and is in no way conditioned upon any requirement that Transmission Provider (or any other person) first attempt to collect payment from Company or any other guarantor or surety or resort to any security or other means of obtaining payment of all or any part of the Liabilities or upon any other contingency. This is a continuing guaranty and shall be binding upon Guarantor regardless of: (i) how long after the date hereof the Agreement is entered into; (ii) how long after the date hereof any part of the obligations under the Agreements is incurred by Company; and (iii) the amount of the obligations under the Agreements at any time outstanding. Transmission Provider may enforce this Guaranty from time to time and as often as occasion for such enforcement may arise.

3. The obligations hereunder are independent of the obligations of Company and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Company or whether Guarantor is joined in any such action or actions. Guarantor's liability under this Guaranty is not conditioned or contingent upon genuineness, validity, regularity or enforceability of any of the Agreements.
4. Guarantor authorizes Transmission Provider, without notice or demand and without affecting its liability hereunder, from time to time, to: (i) renew, extend, modify, supplement or otherwise change the terms of any or all the Agreements or any part thereof; (ii) take and hold security for the payment of this Guaranty or any or all of the Liabilities, and exchange, enforce, waive and release any such security; and (iii) apply such security and direct the order or manner of sale of any collateral provided as such security as Transmission Provider (or any other person) in its sole discretion may determine. The obligations and liabilities of Guarantor hereunder shall be absolute and unconditional, shall not be subject to any counterclaim, set-off, deduction or defense based upon any claim Guarantor may have against Company, any other Guarantor, or any other person or entity, and shall remain in full force and effect until all of the obligations of Guarantor hereunder and all of the Liabilities, including all obligations of Company under each of the Agreements, have been fully and irrevocably satisfied, without regard to, or release or discharge by, any event, circumstance or condition (whether or not Guarantor shall have knowledge or notice thereof) which might constitute a legal or equitable defense or discharge of a Guarantor or surety or which might in any way limit recourse against Guarantor, including without limitation: (i) any renewal, amendment or

modification of, or supplement to, the terms of any or all of the Agreements; (ii) any waiver, consent or indulgence by Transmission Provider (or any other person), or any exercise or non-exercise by Transmission Provider (or any other person) of any right, power or remedy, under or in respect of this Guaranty or any of or all the Agreements (whether or not Guarantor or Company has or have notice or knowledge of any such action or inaction); (iii) the invalidity or unenforceability, in whole or in part, of any or all of the Agreements, or the termination, cancellation or frustration of any thereof, or any limitation or cessation of Company's liability under any thereof (other than any limitation or cessation expressly provided for therein), including without limitation any invalidity, unenforceability or impaired liability resulting from Company's lack of capacity, power and/or authority to enter into any or all of the Agreements and/or to incur any or all of the obligations thereunder, or from the execution and delivery of any or all of the Agreements by any person acting for Company without or in excess of authority; (iv) any actual, purported or attempted sale, assignment or other transfer by Transmission Provider (or any other person) of any or all of the Agreements or of any or all of its rights, interests or obligations thereunder; (v) the taking or holding by Transmission Provider of a security interest, lien or other encumbrance in or on any property as security for any or all of the Liabilities, including any or all of the obligations of Company under any or all of the Agreements, the posting of a cash deposit, letter of credit, performance bond or other financial accommodation, or any exchange, release, non-perfection, loss or alteration of, or any other dealing with, any such security; (vi) the addition of any party as a guarantor or surety of all or any part of the Liabilities, including obligations of

Company under any or all of the Agreements; (vii) any merger, amalgamation or consolidation of Company into or with any other entity, or any sale, lease, transfer or other disposition of any or all of Company's assets or any sale, transfer or other disposition of any or all of the shares of capital stock or other securities of Company to any other person or entity; or (viii) any change in the financial condition of Company or (as applicable) of any subsidiary, affiliate, partner or controlling shareholder thereof, or Company's entry into an assignment for the benefit of creditors, an arrangement or any other Agreement or procedure for the restructuring of its liabilities, or Company's insolvency, bankruptcy, reorganization, dissolution, liquidation or any similar action by or occurrence with respect to Company.

5. Guarantor waives any right to require Transmission Provider (or any other person) to (i) proceed against Company; (ii) proceed against or exhaust any security held from Company; or (iii) pursue any other remedy whatsoever. So long as any obligations remain outstanding under this Guaranty or any of the Agreements, Guarantor shall not exercise any rights against Company arising as a result of payment by Guarantor hereunder, by way of subrogation or otherwise, and will not prove any claim in competition with Transmission Provider (or any other party to any of the Agreements) in respect of any payment under the Agreements in bankruptcy or insolvency proceedings of any nature. Guarantor will not claim any set-off or counterclaim against Company in respect of any liability of Guarantor to Company and Guarantor waives any benefit of any right to participate in any collateral which may be held by Transmission Provider (or

any other party to any of the Agreements or holding any security for any of the Liabilities).

6. If after receipt of any payment of, or the proceeds of any collateral for, all or any part of the Liabilities, the surrender of such payment or proceeds is compelled or volunteered to any person because such payment or application of proceeds is or may be avoided, invalidated, recaptured, or set aside as a preference, fraudulent conveyance, impermissible set -off or for any other reason, whether or not such surrender is the result of: (i) any judgment, decree or order of any court or administrative body having jurisdiction, or (ii) any settlement or compromise of any claim as to any of the foregoing with any person (including Company), then the Liabilities, or part thereof affected, shall be reinstated and continue and this Guaranty shall be reinstated and continue in full force as to such Liabilities or part thereof as if such payment or proceeds had not been received, notwithstanding any previous cancellation of any instrument evidencing any such Liabilities or any previous instrument delivered to evidence the satisfaction thereof. The provisions of this Section shall survive the termination of this Guaranty and any satisfaction and discharge of Company by virtue of any payment, court order or any Federal, state or local law.
7. Any indebtedness of Company now or hereafter held by Guarantor is hereby subordinated to the Liabilities and any indebtedness of Company under any of the Agreements; and such indebtedness of Company to Guarantor shall be collected, enforced and received by Guarantor as trustee for Transmission Provider and be paid over to Transmission Provider on account of the Liabilities but without reducing or

affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

8. Guarantor represents and warrants to Transmission Provider, as an inducement to Transmission Provider to make the credit advances to Company, that: (i) the execution, delivery and performance by Guarantor of this Guaranty (a) are within Guarantor's powers and have been duly authorized by all necessary action; (b) do not contravene Guarantor's charter documents or any law or any contractual restrictions binding on or affecting Guarantor or by which Guarantor's property may be affected; and (c) do not require any authorization or approval or other action by, or any notice to or filing with, any public authority or any other person except such as have been obtained or made; (ii) this Guaranty constitutes the legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms, except as the enforceability thereof may be subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally and by general principles of equity; (iii) Company is a wholly owned subsidiary of Guarantor; and (iv) there is no action, suit or proceeding affecting Guarantor pending or threatened before any court, arbitrator, or public authority that may materially adversely affect Guarantor's ability to perform its obligations under this Guaranty.
9. The Guarantor must submit any and all documents that the Guarantor would be required to submit under Transmission Provider's Credit Policy (as may be amended from time to time) if the Guarantor applied for and/or obtained credit under such Credit Policy, including, without limitation, (i) at least annually a current bond/debt rating report for

senior unsecured debt of the Guarantor and an issuer rating issued by Moody's Investor Services or Standard & Poor's, promptly upon its issuance, and (ii) financial reports of the Guarantor promptly upon their issuance including, without limitation, annual audited financial statements prepared in accordance with generally accepted accounting principles, with auditor notes and auditor's report, to be delivered no later than one hundred twenty (120) days after the end of each fiscal year of the Guarantor and internally prepared quarterly financial statements, if requested by Transmission Provider, prepared in accordance with generally accepted accounting principles, no later than sixty (60) days after the end of each fiscal quarter of the Guarantor. Further, Guarantor must inform Transmission Provider in writing within five (5) Business Days of any Material Change (as defined in the Transmission Provider's Credit Policy, as may be amended from time to time) in its financial status. In addition to any other remedies available at law or in equity, a Guarantor's failure to provide this information may result in proceedings by Transmission Provider to terminate the Agreements with the Company.

10. Guarantor agrees to pay on demand reasonable attorneys' fees and all other costs and expenses which Transmission Provider, and any ITCs (as defined in the Tariff), their affiliates, representatives, successors and assigns may incur in the enforcement of this Guaranty. No terms or provisions of this Guaranty may be changed, waived, revoked or amended without Transmission Provider's prior written consent. Should any provision of this Guaranty be determined by a court of competent jurisdiction to be unenforceable, all of the other provisions shall remain effective. This Guaranty embodies the entire Agreement among the parties hereto with respect to the matters set forth herein, and

supersedes all prior Agreements among the parties with respect to the matters set forth herein. No course of prior dealing among the parties, no usage of trade, and no parole or extrinsic evidence of any nature shall be used to supplement, modify or vary any of the terms hereof. There are no conditions to the full effectiveness of this Guaranty.

Transmission Provider may assign this Guaranty, and its rights hereunder in whole or in part, without consent and without in any way affecting Guarantor's liability under it.

This Guaranty shall inure to the benefit of Guarantor, Transmission Provider, Company, the ITCs and their successors and assigns. Guarantor may not assign this Guaranty without Transmission Provider's consent. This Guaranty is in addition to the guaranties of any other guarantors and any and all other guaranties of any of the Liabilities, including Company's indebtedness or obligations under any or all of the Agreements.

11. This Guaranty shall be governed by the laws of the State of Indiana, without regard to conflicts of law principles. Guarantor hereby irrevocably submits to the jurisdiction of any Indiana or United States Federal court sitting in Indiana over any action or proceeding arising out of or relating to this Guaranty or any of the Agreements, and Guarantor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Indiana state or federal court.

Guarantor irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Guarantor at its address set forth herein. Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Guarantor further waives any objection to venue in

Indiana and any objection to an action or proceeding in such State on the basis of forum non-conveniens. Guarantor further agrees that any action or proceeding brought against Transmission Provider shall be brought only in Indiana or the United States Federal courts sitting in Indiana. Nothing herein shall affect the right of Transmission Provider to bring any action or proceeding against the Guarantor or its property in the courts of any other jurisdictions.

12. Payments. All payments by Guarantor under this Guaranty shall be made (a) in U.S. dollars to such account in the United States as Transmission Provider may from time to time designate to Guarantor and (b) free and clear of, and without deduction or withholding for or on account of any present or future income, stamp other taxes or levies, imposts, duties, charges, fees, deductions or withholdings now or hereafter imposed, levied, collected, withheld or assessed by an governmental authority (collectively "Taxes"). If any Taxes are required to be withheld from any amounts payable by Guarantor under this Guaranty, the amounts payable shall be increased to the extent necessary to provide the full amount (after payment of all Taxes) owing by Guarantor under this Guaranty.

13. Judgment Currency. The obligations of Guarantor under this Guaranty shall, notwithstanding judgment in a currency other than U.S. dollars (the "Judgment Currency"), be discharged only to the extent that, on any day following receipt by Transmission Provider of any sum adjudged to be due in the Judgment Currency, Transmission Provider may in accordance with normal banking procedures purchase U.S. dollars with the Judgment Currency. If the amount of U.S. dollars so purchased is less

than the sum originally due to the Transmission Provider in U.S. dollars, Guarantor agrees, as a separate obligation and notwithstanding such judgment, to indemnify the Transmission Provider against such loss.

14. GUARANTOR ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY COUNSEL OF ITS CHOICE WITH RESPECT TO THIS GUARANTY AND THAT IT MAKES THE FOLLOWING WAIVER KNOWINGLY AND VOLUNTARILY. GUARANTOR IRREVOCABLY WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY, THE AGREEMENTS OR ANY DOCUMENTS RELATED THERETO (INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS) AND THE ENFORCEMENT OF ANY OF COMPANY'S RIGHTS AND REMEDIES.
15. GUARANTOR HEREBY KNOWINGLY AND VOLUNTARILY AGREES THAT THE RESOLUTION OF ANY DISPUTE THAT ARISES UNDER THIS GUARANTY SHALL NOT BE SUBJECT TO THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THE TARIFF AND WAIVES ANY RIGHTS TO THE CONTRARY.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty as of
this ____ day of _____, _____.

[GUARANTOR]

Tax I.D. No. _____

By: _____

Print Name: _____

Title: _____

(Officer of the Corporation)

Address: _____

CONTINUED, EXHIBIT I – FOREIGN GUARANTEE

SECRETARY'S CERTIFICATE OF DIRECTORS' RESOLUTIONS

I, _____, do hereby certify that I am the Secretary of
_____, a _____ corporation;
that I am the keeper of the corporate records and the seal of said Corporation; that the foregoing
is true and correct copy of resolutions duly adopted and ratified by the Board of Directors of said
Corporation in accordance with its bylaws and the laws of the said State on the _____ day of
_____, _____ as compared by me with the original of said resolutions recorded
in the minutes of said Corporation which resolutions authorize the Corporation to execute that
certain Unconditional Corporate Guaranty in consideration for, among other things, the credit
advance of the Midcontinent Independent System Operator, Inc. to _____; and the
same have not in any way been modified, repealed or rescinded but are in full force and effect;
that the foregoing resolutions are not inconsistent with the Certificate of Incorporation and the
bylaws of this Corporation.

WITNESS, my hand and the seal of said corporation this _____ day of _____,

_____.

Secretary

[CORPORATE SEAL]

CONTINUED, EXHIBIT I- FOREIGN GUARANTEE

RESOLUTION TO THE BOARD OF DIRECTORS

WHEREAS, _____ (the “Subsidiary”) desires to become and/or remain a Transmission Customer or Market Participant under the Open Access Transmission, Energy and Operating Reserve Markets Tariff (the “Tariff”) of the Midcontinent Independent System Operator, Inc. (the “Company”) and for the Company to make credit advances to the Subsidiary; and

WHEREAS, this Corporation deems it to be in its direct benefit and in its best interests to guaranty all present and future obligations of the Subsidiary under the Tariff and certain other agreements as an inducement to the Company to allow the Subsidiary to become or remain a Transmission Customer and/or Market Participant under the Tariff and to provide credit advances to the Subsidiary;

NOW THEREFORE, it is hereby:

RESOLVED, that the Board of Directors of this Corporation hereby approves the guaranty of obligations of the Subsidiary by this Corporation substantially as set forth in the Corporate Guaranty attached to these Resolutions as Exhibit A; and it is further

RESOLVED, that the officers and agents of this Corporation are hereby authorized, directed and empowered to make, execute and deliver, either jointly or individually, for and on behalf of and in the name of this Corporation, a guaranty with respect to the obligations of the Subsidiary under the Tariff and certain other agreements and any and all amendments, supplements and

modifications thereto substantially in the form of the Corporate Guaranty attached to these Resolutions as Exhibit A; and it is further

RESOLVED, that said officers and agents, and each of them, are hereby authorized, directed and empowered, either jointly or individually, to execute and deliver any and all instruments, papers and documents and to do all other acts that each of them may deem convenient or proper to effectuate the purpose and intent of these Resolutions from time to time or otherwise; and it is further

RESOLVED, that all action heretofore taken and all documentation heretofore delivered by any of said officers and agents, or by any individual who currently holds or has held any of said offices, in furtherance of the foregoing is hereby ratified, adopted, approved and confirmed and declared to be binding and enforceable obligations of this Corporation in accordance with the respective terms and provisions hereof, and it is further

RESOLVED, that the authorization herein set forth shall remain in full force and effect until written notice of their modification or discontinuance shall be given to and actually received by the Company, but no such modification or discontinuance shall affect the validity of the acts of any person, authorized to so act by these resolutions performed prior to the receipt of such notice by the Company.

EXHIBIT II

IRREVOCABLE LETTER OF CREDIT

Irrevocable Standby Letter of Credit No. _____

Issued: [Date]

Expires at our counter (unless evergreen): [Date]

Midcontinent Independent System Operator, Inc.

720 City Center Drive

Carmel, IN 46032

Attn: Manager, Credit & Risk Management

Ladies and Gentlemen:

We, _____ [Fill in name of Bank] _____ (“Issuer”) do hereby issue this Irrevocable Non-Transferable Standby Letter of Credit No. _____ by order of, for the account of and on behalf of _____ (“Account Party”) and in favor of the Midcontinent Independent System Operator, Inc. (“Beneficiary” or “Transmission Provider”).

The term “Beneficiary” includes any successor by operation of law of the named beneficiary including without limitation any liquidator, receiver or conservator.

This Letter of Credit is issued, presentable and payable and we guaranty to the drawers, endorsers and bona fide holders of this Letter of Credit that drafts under and in compliance with the terms of this Letter of Credit will be honored on presentation and surrender of certain documents pursuant to the terms of this Letter of Credit.

This Letter of Credit is available in one or more drafts and may be drawn hereunder for the account of _____ up to an aggregate amount not exceeding \$ _____ .00 (United States Dollars _____ and 00/100).

This Letter of Credit is drawn against by presentation to us at our office located at _____ of a drawing certificate: (i) signed by an officer or authorized agent of the Beneficiary; (ii) dated the date of presentation; and (iii) containing one (1) of the following statements:

1. “The undersigned hereby certifies to _____ (“Issuer”), with reference to its Irrevocable Non-Transferable Standby Letter of Credit No. _____, dated _____, issued on behalf of _____ (“Account Party”) and in favor of the Midcontinent Independent System Operator, Inc. (“Beneficiary”) that said Account Party has failed to make a payment in accordance with the terms and provisions of one or more of the following, as applicable: Beneficiary’s Transmission, Energy and Operating Reserve Markets Tariff, as may be amended and supplemented from time to time, together with all replacements and substitutes (the “Tariff”), any and all agreements entered into by Account Party under, pursuant to, or in connection with the Tariff and any and all agreements to which Account Party and Beneficiary are parties, as such agreements may be amended and supplemented from time to time, whether now or hereafter executed, and any replacements or substitutions thereof, (collectively, the “Agreements”). The Beneficiary hereby draws upon the Letter of Credit in an amount equal to \$ _____ (United States Dollars _____ and 00/100)”; or

2. “As of the close of business on _____, 20__ (fill in date which is less than one hundred- ten (110) days before the expiration date of the Letter of Credit), Account Party has failed to renew, replace or amend the Letter of Credit in a manner acceptable to Beneficiary”; or
3. “As of the close of business on _____, 20__ (fill in date which is more than ten (10) Business Days after the Beneficiary has requested that Account Party replace the Letter of Credit because the Issuer’s Long Term rating is lower than “A-” by S&P or lower than “A3” by Moody’s), Account Party has failed to replace the Letter of Credit in a manner acceptable to Beneficiary.”

Beneficiary shall have the right, in the event of a draw pursuant to subparagraph (2) or (3) of the immediately preceding paragraph, to draw down the entire face value of the Letter of Credit.

If presentation of any drawing certificate is made on a Business Day and such presentation is made on or before 10:00 a.m. _____ Time, Issuer shall satisfy such drawing request on the same Business Day. If the drawing certificate is received after 10:00 a.m. _____ Time, Issuer will satisfy such drawing request on the next Business Day.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for one (1) year from the expiration date hereof, or any future expiration date, unless at least one hundred twenty (120) days prior to any expiration date we notify you at the above address by registered mail that we elect not to consider this Letter of Credit renewed for any such period.

In connection with any draw on this Letter of Credit, if you have not received from us within five (5) Calendar Days from the date of your draw, a notice from us in the form of the certificate attached hereto as Exhibit A appropriately completed, indicating we have not reinstated the

Letter of Credit for all amounts drawn on this Letter of Credit, your right to draw on us for the full face amount of this Letter of Credit shall be automatically reinstated and this automatic reinstatement of your right to make a draw for the full face amount of this Letter of Credit shall be applicable to successive draws so long as this Letter of Credit shall have not terminated as set forth herein.

This Letter of Credit may be terminated upon Beneficiary's irrevocable receipt of full payment from the Account Party of all amounts due from Account Party under the Tariff and each of the Agreements, Account Party ceasing to be a Market Participant and/or Transmission Customer under the Tariff and Issuer's receipt of a written release from the Beneficiary releasing the Issuer from its obligations under this Letter of Credit.

Disbursements under the Letter of Credit shall be in accordance with the following terms and conditions:

1. The amount, which may be drawn by the Beneficiary under this Letter of Credit, shall be automatically reinstated by the amount of any drawings hereunder unless Issuer timely delivers the Certificate of Non Reinstatement of Amounts Available under the Irrevocable Standby Letter of Credit attached as Exhibit A hereto as provided above.
2. All commissions and charges will be borne by the Account Party.
3. This Letter of Credit may not be transferred or assigned by the Issuer.
4. This Letter of Credit is irrevocable.
5. This Letter of Credit shall be governed by the International Standby Practices Publication No. 590 of the International Chamber of Commerce, including any amendments, modifications or revisions thereof (the "ISP"), except to the extent that terms hereof are

inconsistent with the provisions of the ISP, in which case the terms of the Letter of Credit shall govern. This Letter of Credit shall be governed by the internal laws of the State of Indiana to the extent that the terms of the ISP are not applicable; provided that, in the event of any conflict between the ISP and such Indiana laws, the ISP shall control.

6. This Letter of Credit may not be amended, changed or modified without the express written consent of the Beneficiary and the Issuer.
7. The Beneficiary shall not be deemed to have waived any rights under this Letter of Credit, unless the Beneficiary or an authorized agent of the Beneficiary shall have signed a written waiver.

No such waiver, unless expressly so stated therein, shall be effective as to any transaction that occurs subsequent to the date of the waiver, nor as to any continuance of a breach after the waiver.

8. A failure to make any partial drawings at any time shall not impair or reduce the availability of this Letter of Credit in any subsequent period or our obligation to honor your subsequent demands for payment made in accordance with the terms of this Letter of Credit.

[Authorized Signature]

[Date]

Name: _____ Title: _____

CONTINUED, EXHIBIT II- IRREVOCABLE LETTER OF CREDIT

CERTIFICATE OF NONREINSTATEMENT

OF AMOUNTS AVAILABLE UNDER IRREVOCABLE

LETTER OF CREDIT NO. _____

The undersigned, a duly authorized officer of _____ (the “Bank”), hereby certifies to Midcontinent Independent System Operator, Inc. (“Transmission Provider”) with reference to Bank’s Irrevocable Letter of Credit No. _____ (the “Letter of Credit”) issued by the Bank in favor of Transmission Provider that the amount drawn by Transmission Provider pursuant to its most recent drawing dated as of _____ has not been reinstated either (a) because the Bank has not been reimbursed for such drawing, or (b) a Default has occurred under the Reimbursement and Pledge Agreement dated as of _____, 20____, between the Bank and the Account Party, as defined in the Letter of Credit, and is continuing.

Except as herein expressly set forth, all other terms and conditions of the Letter of Credit remain unchanged.

IN WITNESS WHEREOF, the Bank has executed and delivered this certificate this _____ day of _____, _____.

[Name of Bank]: _____

By: _____

Its: _____

EXHIBIT III

CASH COLLATERAL AGREEMENT

_____ (Entity Code) _____ (“Tariff Customer”) has agreed to deliver cash collateral to the Midcontinent Independent System Operator, Inc. (“Transmission Provider”) to secure Tariff Customer’s performance under the terms and conditions of the Transmission Provider’s Transmission, Energy and Operating Reserve Markets Tariff on file with the Federal Energy Regulatory Commission, as may be amended and supplemented from time to time, together with all replacements and substitutes (the “Tariff”), any and all agreements entered into by Tariff Customer under, pursuant to, or in connection with the Tariff and any and all agreements to which the Tariff Customer and Transmission Provider are parties, as such Tariff and agreements may be amended from time to time, whether now or hereafter executed (the “Agreements”), together with costs of enforcement and collection, including attorneys’ fees (collectively, the “Liabilities”). The Agreements include, without limitation, the Tariff, agreements with Transmission Provider related to the purchase and/or sale of electric capacity, energy, ancillary services and related products or services, each as amended from time to time, between Tariff Customer and Transmission Provider.

Tariff Customer agrees to deliver to Transmission Provider cash collateral (the “INITIAL MARGIN”) by wire transfer to a segregated account designated by Transmission Provider in a written notice to Tariff Customer. Such account (the “Account”) shall be with a Qualified Institution (the “Custodian”) and registered in the name of Transmission Provider for the benefit of Tariff Customer. Transmission Provider shall have complete and total control over the Account and the Margin, provided that the Tariff Customer has certain contract rights to the

Margin as provided under the Tariff and/or this Agreement. Qualified Institution means a commercial bank or trust company organized under the law of the United States or a political subdivision thereof, with a Credit Rating not lower than “A-” by S&P or “A3” in the case of Moody’s. The INITIAL MARGIN, together with any additional amounts deposited by or at the direction of Tariff Customer in the Account and any and all interest, shall be referred to herein as the “MARGIN”. Transmission Provider agrees that Tariff Customer shall earn interest on the MARGIN at the Transmission Provider’s overnight bank rate from and including the date of deposit to, but excluding, the date such MARGIN is returned (or applied as described below). Interest shall be deposited and held in the Account and may be used upon the occurrence of a Default (as defined in the Tariff) to satisfy the obligations of Tariff Customer. Any unpaid interest earned and not applied to amounts owed by Tariff Customer shall be released and paid to Tariff Customer quarterly subject to the terms and conditions of Section 7.15 of the Tariff and provided that no Default shall exist and be continuing.

To secure its obligations under this Cash Collateral Agreement and the other Liabilities, the Tariff Customer hereby grants to Transmission Provider a present and continuing first-priority security interest in, and lien on and right of offset against, all of the undersigned’s right, title, and interest in the ACCOUNT and the MARGIN (including all interest thereon), including all products and proceeds of the foregoing, any and all renewals, extensions, replacements, modifications, additions, and substitutions of the foregoing, and all rights, remedies, claims and demands under or in connection with the foregoing (the “Collateral”). Tariff Customer agrees to take such action as Transmission Provider reasonably requires in order to perfect Transmission Provider’s first-priority continuing security interest in, and lien on and right of offset against the

COLLATERAL, including, without limitation entering into a control agreement, in form and substance acceptable to Transmission Provider to give Transmission Provider control of the COLLATERAL.

Transmission Provider agrees that it shall not have the right to sell, pledge, assign, invest, use, commingle or otherwise dispose of, or otherwise use in its business the COLLATERAL unless and until a Default has occurred, provided that Transmission Provider shall have all the rights of a secured party as contemplated by the UCC. Transmission Provider further agrees that it shall be entitled to apply any portion or all of the COLLATERAL to satisfy any of the Liabilities, including any outstanding payment obligation of Tariff Customer under any of the Agreements only if a Default, as defined in the Tariff, with respect to Tariff Customer has occurred and is continuing. In such event, Transmission Provider may do any one or more of the following: (a) exercise any of the rights and remedies of a secured party with respect to the COLLATERAL, including any such rights and remedies under law then in effect; and/or (b) exercise its rights of setoff against any and all of the COLLATERAL, including interest accrued and not yet paid to Tariff Customer. In addition to other rights available to Transmission Provider, Transmission Provider shall have the right, upon realizing on the COLLATERAL to (x) apply the COLLATERAL to reduce Tariff Customer's obligations under the Tariff, this Cash Collateral Agreement and/or any other Agreements and/or (y) hold the proceeds as collateral security for Tariff Customer's obligations under the Tariff, the Credit and Security Agreement, this Cash Collateral Agreement and/or the other Agreements.

If additional cash collateral is required by the Credit Policy or Transmission Provider and Tariff Customer agrees to add additional cash collateral, then such cash collateral shall be added to the

existing MARGIN under this Cash Collateral Agreement and the security interest granted under this Agreement shall attach to such additional cash collateral.

Tariff Customer hereby constitutes and appoints Transmission Provider, through any of its officers, as its true and lawful attorney-in-fact, with full power of substitution and authority in the place and stead of Tariff Customer and in the name of Tariff Customer or in its own name, from time to time, for the purpose of carrying out the terms of this Agreement from and after the occurrence of a Default, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement. Such power of attorney is coupled with an interest and shall be irrevocable until such time as all of the Liabilities, including Tariff Customer's obligations under the Tariff and the other Agreements, are fully and finally and irrevocably paid and performed, all of the Agreements (other than the Tariff and this Cash Collateral Agreement) have terminated and Tariff Customer is no longer a Market Participant and/or Transmission Customer (as such terms are defined in the Tariff). Tariff Customer hereby ratifies and approves all acts of such attorneys. Neither Transmission Provider nor any attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law, absent gross negligence, bad faith or willful misconduct and subject to the limitations on liability set forth in the Tariff.

Until such time as Transmission Provider exercises its remedies hereunder, all income, earnings and profits with respect to the ACCOUNT (and all COLLATERAL) shall be reported for state and federal income tax purposes as attributable to Tariff Customer and not Transmission Provider; and Tariff Customer hereby instructs Transmission Provider (and any other person

authorized to report taxable income distributions) to issue, or cause to be issued, IRS Form 1099 indicating Tariff Customer as the recipient of such income, earnings and profits.

Subject to the approval of Transmission Provider, Tariff Customer may substitute any portion of the MARGIN deposited hereunder with a letter of credit issued by a Qualified Institution in form and substance acceptable to Transmission Provider or other form of collateral acceptable to Transmission Provider, in Transmission Provider's sole discretion.

Tariff Customer hereby expressly acknowledges and agrees that this Cash Collateral Agreement shall be in effect as of the date the INITIAL MARGIN is delivered to Transmission Provider and shall govern the period of time during which the MARGIN is held by Transmission Provider in the Account.

Within one hundred twenty (120) days after the last to occur of (i) the termination of all of the Agreements (other than the Tariff and this Cash Collateral Agreement); (ii) the irrevocable payment and satisfaction of all obligations of Tariff Customer under all Agreements (including the Tariff), and (iii) the Participant ceasing to be a Market Participant and/or Transmission Customer under the Tariff, Transmission Provider shall return any remaining MARGIN to Tariff Customer.

Please acknowledge your agreement to the terms hereof by signing the acknowledgement set forth below.

Very truly yours,
Company Name: _____
By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

By: _____
Name:
Title:

EXHIBIT IV

SECURITY INTEREST AGREEMENT

All rights and obligations as defined in the Open Access Transmission, Energy and Operating Reserve Markets Tariff of the Midcontinent Independent System Operator, Inc. (“Tariff”) and described in this Security Agreement (both are available at www.misoenergy.org) are subject to change.

This Security Agreement (“**Security Agreement**”) is made as of the ___ day of _____, 20__, by _____, a(n) _____, having its chief executive offices at _____, _____, _____ and with a taxpayer ID number of ___- _____ (the “**Company**”), in favor of Midcontinent Independent System Operator, Inc. , a Delaware non-profit, non-stock corporation, having a notice address of 720 City Center Drive, Carmel, Indiana 46032 (both in its capacity as agent for Transmission Owners and in its separate capacity as Energy Market Counterparty under the Tariff and related agreements, the “**Transmission Provider**”).

Recitals

WHEREAS, Transmission Provider administers that certain Open Access Transmission, Energy and Operating Reserve Markets Tariff on file with the Federal Energy Regulatory Commission (“Commission”), including but not limited to, any other applicable Commission-accepted tariff or rate schedule, as the same may be amended and supplemented from time to time and together with all replacements and substitutes thereto (collectively, the “Tariff”);

WHEREAS, Transmission Provider maintains a Credit Policy (which is Attachment L to the Tariff, as the same may be amended from time to time in accordance with applicable law) in

order to determine, on a case by case basis, the level of unsecured credit available to each person who takes services under the Tariff and the form and amount of financial assurance to be required by each person, if any;

WHEREAS, Company has requested that Transmission Provider net the invoiced and measured Settlements owed to Company against invoiced, measured and estimated Settlements owed by Company to Transmission Provider in order to reduce the amount of Financial Security provided by, or on behalf of, Company; and

WHEREAS, as a condition precedent to Transmission Provider's agreement to net amounts owed to, and by, Company, and to secure the full and prompt repayment of all of the Liabilities (as hereinafter defined), Company is required to, and shall, grant a continuing first priority security interest in, and to, the Collateral (as hereinafter defined).

Transmission Provider Security Agreement

NOW, THEREFORE, in consideration the representations, warranties and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Transmission Provider hereby agree to, and accept, all of the following:

(1) The “Liabilities” as that term is used in this Security Agreement means all of the payment obligations (including, without limitation, reasonable attorneys’ fees) of the Company in favor of the Transmission Provider or any ITC (as defined in the Tariff) (whether for the Transmission Provider’s or ITC’s own account or for the account of any other person) under the Tariff and/or any and all agreements entered into, under, pursuant to, or in connection with the Tariff (including, without limitation, the Transmission Provider’s Credit Policy) and any and all other agreements to which Transmission Provider and the Company are parties (collectively, the “Agreements”).

(2) As security for the payment and performance of all of the obligations of the Company under the Tariff and/or the Agreements (including, without limitation, all costs to enforce the obligations of the Company and collect all amounts owed by the Company thereunder or hereunder, including reasonable attorneys’ fees), Transmission Provider shall have, and the Company hereby pledges, assigns, conveys and transfers to Transmission Provider, and hereby grants to Transmission Provider a present and continuing first priority security interest in and to, and a general first lien upon and right of setoff against, all right, title and interest in any and all accounts receivable and other rights of payment of the Company for goods and services provided

under, or otherwise arising under, pursuant to or in connection with, the Tariff and/or any of the Agreements and any other similar rights of the Company arising under, or in connection with, the Tariff and/or any of the Agreements, however created or evidenced, whether now existing or hereafter owned, acquired, created, used or arising, including all products and proceeds of the foregoing, any and all renewals, extensions, replacements, modifications, additions, and substitutions of the foregoing and all rights, remedies, claims and demands under or in connection with each of the foregoing (the “Collateral”).

(3) The Company hereby represents and warrants to Transmission Provider that: all Collateral is lawfully owned by the Company, free and clear of any prior security interest, pledge, sale, assignment, transfer or other encumbrance other than any recoupment, setoff or other rights of Transmission Provider in and to such Collateral; the Company has the unencumbered right to pledge, sell, assign or transfer the Collateral subject to any recoupment, setoff or other right of Transmission Provider in and to such Collateral and subject to the security interest granted in favor of Transmission Provider herein; no financing statement covering all or a portion of the Collateral is on file in any public office other than in favor of Transmission Provider; and the security interest herein constitutes a legal and valid, first priority security interest in the Collateral.

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Transmission Provider Security Agreement

(4) The Company represents and warrants to Transmission Provider that the exact corporate name of the Company is correctly stated in the preamble to this Security Agreement and the Company is organized and validly existing under the laws of the State of _____. The Company has provided Transmission Provider with a true, accurate and complete list of all previous legal names of the Company (and its predecessors) and all past and present assumed (or fictitious) names and trade names of the Company (and its predecessors) for the past six (6) years. The Company's chief executive office and taxpayer identification number are accurately set forth in the preamble to this Security Agreement. Company shall provide a certificate of existence (or good standing, as the case may be) from the Secretary of State of the state in which Company was organized, such certificate to be dated within ten (10) days of the date of this Security Agreement.

(5) All Collateral held or controlled by the Transmission Provider after the date of this Security Agreement shall be free of any lien, security interest or encumbrance, granted or arising by, through or under the Company except for liens, security interests or encumbrances in favor of Transmission Provider, and the Company agrees not to grant any security interest or permit any lien or encumbrance to arise by, through or under the Company in any of the Collateral except for security interests, liens and encumbrances in favor of Transmission Provider without the prior written consent of Transmission Provider.

(6) The Company shall provide prior written notice of any change in its jurisdiction of organization, which notice must be received at least thirty (30) days before such change becomes effective.

(7) Upon the Transmission Provider's request, the Company agrees to do such reasonable acts and things and deliver or cause to be delivered such other documents as Transmission Provider may reasonably deem necessary to establish and maintain a valid first priority perfected security interest in the Collateral (free of all other liens and claims except those of Transmission Provider) to secure the payment and performance of the Liabilities, and to defend title to the Collateral against any person claiming any interest therein adverse to Transmission Provider (unless such adverse interest arises by, through or under the Transmission Provider). The Company authorizes Transmission Provider to file a financing statement or statements in those public offices deemed advisable or necessary by Transmission Provider to protect the security interest herein granted by the Company. If permitted by law, the Company agrees that a carbon, photographic or other reproduction of this Security Agreement or of a financing statement may be filed as a financing statement.

Transmission Provider Security Agreement

(8) The Company agrees that all checks and other instruments received by Transmission Provider after the occurrence and during the continuance of any Default (as that term is defined in the Tariff) as products or proceeds of Collateral will be credited upon receipt to the Liabilities by the Transmission Provider in an order and manner consistent with the Tariff, subject to final payment.

(9) Subject to the Tariff, if a Default occurs and is continuing, Transmission Provider shall have all rights and remedies available at law or in equity including, without limitation, the rights and remedies of a secured party under the Indiana Uniform Commercial Code, as in effect from time to time, including, without limitation, the right to take possession of the Collateral. Subject to the Tariff, Transmission Provider may in its discretion transfer any property constituting Collateral into its own name or that of its nominee, and receive the income thereon and hold such income as security for the Liabilities or apply it on amounts due on Liabilities. Any and all deposit accounts, deposits or other sums at any time credited by or due from Transmission Provider to the Company shall at all times constitute security for any and all Liabilities, and Transmission Provider may apply or set off such deposits or other sums against Liabilities at any time in Default (or as otherwise permitted by the Tariff) whether or not the Liabilities are then due or other collateral is considered by Transmission Provider to be adequate.

(10) To the extent permitted by applicable law and for the sole purpose of exercising the Transmission Provider's rights under this Security Agreement from and during the occurrence of a Default, the Company hereby constitutes and appoints Transmission Provider, through any of

its officers, as its true and lawful attorney-in-fact, with full power of substitution and authority in the place and stead of the Company and in the name of the Company or in its own name, from time to time, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to exercise the Transmission Provider's rights under this Security Agreement from and during the occurrence of a Default. To the extent permitted by applicable law, such power of attorney is coupled with an interest and shall be irrevocable until such time as all of the Liabilities are fully and finally and irrevocably paid and performed. To the extent permitted by applicable law, the Company hereby ratifies and approves all acts of such attorneys that are taken within the authority granted to such attorneys pursuant to this Security Agreement and in a manner consistent with this Security Agreement and the Tariff; provided, however, this sentence shall not be deemed to be a waiver of any rights of the Company under this Security Agreement, any other agreement or the Tariff with respect to any breach of this Security Agreement by the Transmission Provider. Neither Transmission Provider nor any attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law, absent gross negligence or intentional misconduct and subject to the limitations on liability set forth in the Tariff.

Transmission Provider Security Agreement

(11) Until such time as Transmission Provider exercises its remedies upon a Default, all income, earnings and profits with respect to the Collateral are property of the Company and shall be reported for state and federal income tax purposes as attributable to the Company and not Transmission Provider; and the Company hereby instructs Transmission Provider (and any other person authorized to report taxable income distributions) to issue, or cause to be issued, as legally required, IRS Form 1099 indicating the Company as the recipient of such income, earnings and profits.

(12) Whenever possible, each provision of this Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Security Agreement. The Company recognizes that Transmission Provider has relied on this Security Agreement in extending credit to the Company and agrees that such reliance by Transmission Provider shall be sufficient consideration for this Security Agreement.

(13) To the extent there is any conflict between this Security Agreement, as it may be amended, and the Tariff (including, without limitation, the Credit Policy), the Tariff controls. The Collateral shall be held in accordance with Section 7.12 of the Tariff, as such Section may be amended from time to time.

(14) The Company maintains any and all rights under Section 206 of the Federal Power Act it may have with regard to this Security Agreement or its implementation.

(15) This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the Uniform Commercial Code and other applicable laws of the State of Indiana, without regard to conflict of law principles. Capitalized terms used herein and not specifically herein defined shall have the meanings ascribed to them in the Tariff.

(16) The Company acknowledges receipt of a copy of the financing statement to be filed in the appropriate jurisdiction.

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Transmission Provider Security Agreement

Company Name

Authorized Signature

Print Name

Title

State of _____)

) SS:

County of _____)

Before me, a Notary Public in and for said County and State, personally appeared [Name], known to me to be the [Title] of the [Company], and acknowledged the execution of the foregoing for and on behalf of said company.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires: _____

Signature

Residing in _____ County, _____

Printed, Notary Public

EXHIBIT V

CREDIT AND SECURITY AGREEMENT

This Credit and Security Agreement is effective as of the ____ day of _____, 20__, by and between _____ (the “Company”) and Midcontinent Independent System Operator, Inc. (“Transmission Provider”).

WHEREAS, Transmission Provider offers certain transmission, energy market and other services under the Transmission Provider’s Open Access Transmission, Energy and Operating Reserve Markets Tariff on file with the Federal Energy Regulatory Commission (“Commission”) as it may be amended and supplemented from time to time (the “Tariff”);

WHEREAS, Transmission Provider maintains a Credit Policy (which is Attachment L to the Tariff, as the same may be amended from time to time in accordance with applicable law) in order to determine, on a case-by-case basis, the level of unsecured credit available to each person who takes services under Transmission Provider’s Tariff and the form and amount of financial assurance to be required by each person, if any;

WHEREAS, as of the date hereof, Transmission Provider has made a determination as to the unsecured credit limit and financial assurance accommodations, if any, required of the Company to assure prompt payment of all amounts due under, in connection with, or pursuant to the Tariff; and

WHEREAS, in the event the Company provides financial assurance to the Transmission Provider in the form of a letter of credit, the Transmission Provider requires the Company, in accordance with the terms of the Transmission Provider’s Credit Policy on file with the

Commission, to execute this Credit and Security Agreement in order to perfect Transmission Provider's security interest in the Collateral (as hereinafter defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Company and the Transmission Provider hereby agree to, and accept, all of the following:

(1) The "Liabilities" as that term is used in this Credit and Security Agreement means all of the payment obligations (including, without limitation, reasonable attorneys' fees) of the Company in favor of the Transmission Provider or any ITC (as defined in the Tariff) (whether for the Transmission Provider's or ITC's own account or for the account of any other person) under the Tariff and any and all other agreements to which Transmission Provider and the Company are parties (collectively, the "Agreements").

(2) As security for the payment and performance of the Liabilities, Transmission Provider shall have, and the Company hereby grants to Transmission Provider, a continuing security interest in the following collateral (the "Collateral"): all of the Company's right, title, and interest in any and all cash, cash collateral, cash deposits and deposit accounts of the Company held or controlled by Transmission Provider that are or contain proceeds from any draw upon any letter(s) of credit naming Transmission Provider as beneficiary, however created or evidenced, whether now existing or hereafter owned, acquired, created, used or arising, including all products and proceeds of the foregoing, any and all renewals, extensions, replacements, modifications, additions, and substitutions of the foregoing and all rights, remedies, claims and demands under or in connection with each of the foregoing. Notwithstanding anything in this Credit and Security Agreement to the contrary, the Collateral shall not include any cash

deposited or advanced by the Company in connection with the Company's transmission system enhancement obligations under the Tariff.

(3) The Company hereby represents and warrants to Transmission Provider that: all Collateral is lawfully owned by the Company, free and clear of any prior security interest, pledge, sale, assignment, transfer or other encumbrance other than any recoupment, setoff or other rights of Transmission Provider in and to such Collateral; the Company has the unencumbered right to pledge, sell, assign or transfer the Collateral subject to any recoupment, setoff or other right of Transmission Provider in and to such Collateral and subject to the security interest granted in favor of Transmission Provider herein; no financing statement covering all or a portion of the Collateral is on file in any public office other than in favor of Transmission Provider; and the security interest herein constitutes a legal and valid, first priority security interest in the Collateral.

(4) The Company represents and warrants to Transmission Provider that the exact corporate name of the Company is correctly stated in the preamble to this Credit and Security Agreement and the Company is organized and validly existing under the laws of the State of _____. The Company has provided Transmission Provider with a true, accurate and complete list of all previous legal names of the Company (and its predecessors) and all past and present assumed (or fictitious) names and trade names of the Company (and its predecessors) for the past six (6) years.

(5) All Collateral held or controlled by the Transmission Provider after the date of this Credit and Security Agreement shall be free of any lien, security interest or encumbrance, granted or arising by, through or under the Company except for liens, security interests or encumbrances in favor

of Transmission Provider, and the Company agrees not to grant any security interest or permit any lien or encumbrance to arise by, through or under the Company in any of the Collateral except for security interests, liens and encumbrances in favor of Transmission Provider without the prior written consent of Transmission Provider.

(6) The Company shall provide prior written notice of any change in its jurisdiction of organization, which notice must be received at least thirty (30) days before such change becomes effective.

(7) Upon the Transmission Provider's request, the Company agrees to do such reasonable acts and things and deliver or cause to be delivered such other documents as Transmission Provider may reasonably deem necessary to establish and maintain a valid perfected security interest in the Collateral (free of all other liens and claims except those of Transmission Provider) to secure the payment and performance of the Liabilities, and to defend title to the Collateral against any person claiming any interest therein adverse to Transmission Provider (unless such adverse interest arises by, through or under the Transmission Provider). The Company authorizes Transmission Provider to file a financing statement or statements in those public offices deemed advisable or necessary by Transmission Provider to protect the security interest herein granted by the Company. If permitted by law, the Company agrees that a carbon, photographic or other reproduction of this Credit and Security Agreement or of a financing statement may be filed as a financing statement.

(8) The Company agrees that all checks and other instruments received by Transmission Provider after the occurrence and during the continuance of any Default (as that term is defined in the Tariff) or any default under the Tariff as products or proceeds of Collateral will be credited

upon receipt to the Liabilities by the Transmission Provider in an order and manner consistent with the Tariff, subject to final payment.

(9) Subject to the Tariff, if a Default occurs and is continuing (including any default under the OATT), Transmission Provider shall have all rights and remedies available at law or in equity including, without limitation, the rights and remedies of a secured party under the Indiana Uniform Commercial Code, as in effect from time to time, including, without limitation, the right to take possession of the Collateral.

Subject to the Tariff, Transmission Provider may in its discretion transfer any property constituting Collateral into its own name or that of its nominee, and receive the income thereon and hold such income as security for the Liabilities or apply it on amounts due on Liabilities.

(10) To the extent permitted by applicable law and for the sole purpose of exercising the Transmission Provider's rights under this Credit and Security Agreement from and during the occurrence of a Default (including any default under the Tariff), the Company hereby constitutes and appoints Transmission Provider, through any of its officers, as its true and lawful attorney-in-fact, with full power of substitution and authority in the place and stead of the Company and in the name of the Company or in its own name, from time to time, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to exercise the Transmission Provider's rights under this Credit and Security Agreement from and during the occurrence of a Default (including any default under the Tariff). To the extent permitted by applicable law, such power of attorney is coupled with an interest and shall be irrevocable until such time as all of the Liabilities are fully and finally and

irrevocably paid and performed. To the extent permitted by applicable law, the Company hereby ratifies and approves all acts of such attorneys that are taken within the authority granted to such attorneys pursuant to this Credit and Security Agreement and in a manner consistent with this Credit and Security Agreement and the Tariff; provided, however, this sentence shall not be deemed to be a waiver of any rights of the Company under this Credit and Security Agreement, any other agreement or the Tariff with respect to any breach of this Credit and Security Agreement by the Transmission Provider. Neither Transmission Provider nor any attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law, absent gross negligence or intentional misconduct and subject to the limitations on liability set forth in the Tariff.

(11) Until such time as Transmission Provider exercises its remedies upon a Default (including any default under the Tariff), all income, earnings and profits with respect to the Collateral are property of the Company and shall be reported for state and federal income tax purposes as attributable to the Company and not Transmission Provider; and the Company hereby instructs Transmission Provider (and any other person authorized to report taxable income distributions) to issue, or cause to be issued, as legally required, IRS Form 1099 indicating the Company as the recipient of such income, earnings and profits.

(12) Whenever possible, each provision of this Credit and Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Credit and Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Credit and

Security Agreement. The Company recognizes that Transmission Provider has relied on this Credit and Security Agreement in extending credit to the Company and agrees that such reliance by Transmission Provider shall be sufficient consideration for this Credit and Security Agreement.

(13) To the extent there is any conflict between this Credit and Security Agreement, as it may be amended, and the Tariff (including, without limitation, the Credit Policy), the Tariff controls.

The Collateral shall be held in accordance with Section 7.15 of the Tariff, as such Section may be amended from time to time.

(14) The Company maintains any and all rights under Section 206 of the Federal Power Act it may have with regard to this Credit and Security Agreement or its implementation.

This Credit and Security Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Indiana (without giving effect to the principles of conflicts of laws thereof).

Company Name _____

Authorized Signature _____

Print Name _____

Before me, a Notary Public in and for said County and State, personally appeared [Name], known to me to be the [Title] of the [Company], and acknowledged the execution of the foregoing for and on behalf of said company.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires: _____

Signature

Residing in _____ County, _____

Printed, Notary Public

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

Authorized Signature

Authorized Signatory

State of _____)

) SS:

County of _____)

Before me, a Notary Public in and for said County and State, personally appeared

_____, known to me to be the

_____ of the Midcontinent Independent System Operator,

Inc, and acknowledged the execution of the foregoing for and on behalf of said company.

Witness my hand and Notarial Seal this _____ day of _____, 20____.

My Commission Expires: _____

Signature

Residing in _____ County, _____

Printed, Notary Public

EXHIBIT VI

MISO MINIMUM PARTICIPATION CRITERIA

ANNUAL CERTIFICATION FORM

I, _____, a duly authorized officer of _____ (“Tariff Customer”), understanding that the Midcontinent Independent System Operator, Inc. (“MISO”) is relying on this certification as evidence supporting MISO determination that Tariff Customer meets the minimum participation requirements as set forth in Attachment L to MISO’s Open Access Transmission, Energy and Operating Reserve Markets Tariff (“Tariff”), hereby certify that I have full authority to certify and represent on behalf of Participant and further certify and represent as follows:

1. Training. Employees or agents transacting, or planning to transact, in markets or services provided pursuant to the MISO Tariff on behalf of the Tariff Customer or Applicant have received or will receive applicable training¹ with regards to their participation under the MISO Tariff as a condition of being authorized to transact on behalf of Tariff Customer.
2. Risk Management. Tariff Customer, Applicant or their agents maintain current written risk management policies and procedures that address those risks that could materially affect Tariff Customer’s ability to pay its MISO invoices when due, including, but not limited to credit risks, liquidity risks and market risks.

¹ As used in this representation, training is deemed ‘applicable’ where it is commensurate and proportional in sophistication, scope and frequency to the volume of transactions and the nature and extent of the risk taken by the participant.

3. Operational Capabilities. Applicant or Tariff Customer has available appropriate personnel resources, operating procedures and technical abilities to promptly and effectively respond to MISO communications and directions related to, but not limited to, Settlements, billing, credit requirements, and other financial matters.
4. Capitalization. Applicant or Tariff Customer will maintain the minimum capitalization or alternative capitalization requirements applicable to the level of service Applicant or Tariff Customer transacts or plans to transact, as detailed in Section III of Attachment L to the Tariff. Minimum capitalization may be satisfied by either: (a) submitting audited financial statements for the most recent fiscal year that demonstrate a minimum tangible net worth or minimum total assets relative to the services transacting; or (b) providing alternative capitalization in the form of Financial Security.
5. Appropriate Person. Applicant or Tariff Customer is now and in good faith will seek to remain an “appropriate person” per Section 4(c)(3) of the Commodity Exchange Act² (“CEA”). Under 4(c)(3)(K) this “appropriate person” definition includes “Eligible Contract Participants” as defined in Section 1a(18)³ of the CEA, and persons in the business of: (1) generating, transmitting, or distributing electric energy, or (2) providing electric energy services that are necessary to support the reliable operation of the transmission system. If, at any time, a Tariff Customer cannot meet the eligibility

² 7 USC § 6(c)(3)

³ 7 USC § 1a(18)

requirements set forth above, it shall immediately notify Transmission Provider and immediately cease conducting transactions in MISO markets.

If the minimum participation requirements detailed in Section III of the Credit Policy are not met, Applicant or Tariff Customer certification may be denied or suspended, as appropriate.

Are you aware of any individual who will be participating in trading activity on behalf of Applicant or Tariff Customer who is subject to a prohibition against trading in electric energy markets?

Yes No

Has the Applicant, Tariff Customer, or an affiliate financially defaulted in an energy market within the last five years?

Yes No

If yes, provide:

1. The market where default occurred
2. Date of default
3. If/when the default was cured
4. If uncured, the magnitude of loss to the market

If any of the following events have occurred within the last five years provide a summary:

1. Bankruptcy
2. Dissolution
3. Merger or acquisition that led to a Material Change for the Tariff Customer

Unless prohibited by law, list any past or ongoing investigations, of which Applicant is aware and has not previously disclosed to the Transmission Provider, and that have occurred within the last five years against the applicant, Tariff Customer, or affiliates of Tariff Customer by FERC, SEC, CFTC, any exchange monitored by the National Futures Association, or any entity responsible for regulating activity in energy markets. The applicant must take reasonable efforts to obtain permission to disclose information related to a non-public investigation.

Information provided herein shall be treated as Confidential Information pursuant to the Transmission Provider's Tariff.

Date: _____

(Signature)

Print Name: _____

Title: _____

EXHIBIT VII

MISO MINIMUM PARTICIPATION CRITERIA

APPROPRIATE PERSON VERIFICATION

Applicant or Tariff Customer Name: _____

Instructions: Your submission is required within seven (7) calendar days of written request from MISO for “appropriate person” verification. Your completed form should provide MISO with clear guidance explaining how your Applicant or Tariff Customer meets the Commodity Futures Trading Commission’s (“CFTC”) definition of “appropriate person” per Section 4(c)(3) of the Commodity Exchange Act⁴ (“CEA”). This is necessary to satisfy the minimum requirements for participation in Section III.B of Attachment L of MISO’s Tariff. Submit this completed form along with evidence which demonstrates Applicant or Tariff Customer is an “appropriate person” to MISOcredit@misoenergy.org or overnight to MISO Credit, 720 City Center Dr., Carmel, IN 46032.

4(c)(3) “For purposes of this subsection, the term “appropriate person” shall be limited to the following persons or classes thereof:”

- (A) A bank or trust company (acting in an individual or fiduciary capacity).
- (B) A savings association.
- (C) An insurance company.

⁴ 7 USC § 6(c)(3)

(D) An investment company subject to regulation under the Investment Company Act of 1940 (15 U.S.C. 80a–1 et seq.).

(E) A commodity pool formed or operated by a person subject to regulation under this chapter.

(F) A corporation, partnership, proprietorship, organization, trust, or other business entity with a net worth exceeding \$1,000,000 or total assets exceeding \$5,000,000, or the obligations of which under the agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by any such entity or by an entity referred to in subparagraph (A), (B), (C), (H), (I), or (K) of this paragraph.

(G) An employee benefit plan with assets exceeding \$1,000,000, or whose investment decisions are made by a bank, trust company, insurance company, investment adviser registered under the Investment Advisers Act of 1940 [15 U.S.C. 80b–1 et seq.], or a commodity trading advisor subject to regulation under this chapter.

(H) Any governmental entity (including the United States, any state, or any foreign government) or political subdivision thereof, or any multinational or supranational entity or any instrumentality, agency, or department of any of the foregoing.

(I) A broker-dealer subject to regulation under the Securities Exchange Act of 1934 (15 U.S.C. 78a et seq.) acting on its own behalf or on behalf of another appropriate person.

(J) A futures commission merchant, floor broker, or floor trader subject to regulation under this chapter acting on its own behalf or on behalf of another appropriate person.

(K) Such other persons that the Commission determines to be appropriate in light of their financial or other qualifications, or the applicability of appropriate regulatory protections. The

Final Order of the CFTC at 77 FR 30596 states that under 4(c)(3)(K) the definition of “appropriate person” includes “eligible contract participants” as defined in Section 1a(18) of the CEA⁵ and persons in the business of: (1) generating, transmitting, or distributing electric energy, or (2) providing electric energy services that are necessary to support the reliable operation of the transmission system.

Applicant or Tariff Customer must qualify under at least one of the above provisions of the definition of an “appropriate person”. Please reference the applicable sections (A-K) and provide a short description below. If submitting unaudited financials as evidence to support (F) above the Transmission Provider will require an accompanying memo attesting to the accuracy of the financials which is executed by an Officer of the Applicant or Tariff Customer.

Date: _____

(Signature)

⁵ 7 USC § 1a(18)

Print Name: _____

Title: _____

EXHIBIT VIII

MISO MINIMUM PARTICIPATION CRITERIA

ANNUAL DISCLOSURE

Applicants and Tariff Customers are required to provide information about their affiliation with other MISO Applicants, Tariff Customers or Members in compliance with Sections I.A.5), I.B.5) and II.C of Attachment L to MISO’s Energy and Operating Reserve Markets Tariff. An Affiliate is any individual, corporation, partnership, firm, joint venture, association, joint stock company, trust or unincorporated organization, directly or indirectly controlling, controlled by, or under common control with the Tariff Customer or Applicant. The term “control” means the possession, directly or indirectly, of the power to direct the management or policies of a person or an entity. A voting interest of ten percent or more creates a rebuttable presumption of control.

<u>Legal Name of Applicant or Tariff Customer</u>	<u>Entity Code</u>

<u>Legal Name of Affiliated Applicant, Tariff Customer or Member</u>	<u>Entity Code or member sector</u>

Information regarding the issuance of securities by Applicants, Tariff Customers, Members and their Affiliates is required to preserve the independence of MISO’s Directors, Officers and staff in accordance with MISO’s Standards of Conduct. For the purposes of this form, securities include publicly-traded bonds, stocks, debentures, notes and options available to retail investors.

Please complete the table below by providing information about securities issued by the Applicant, Tariff Customer, or any Affiliate where such entity (a) has a North American Industry Classification System code within the “Electric Power Generation, Transmission, and Distribution” industry group (*i.e.*, beginning with 2211) or that owns or operates facilities subject to the jurisdiction of the Federal Energy Regulatory Commission under Part II of the Federal Power Act, (b) is a Qualified Transmission Developer, or (c) has engaged in activities or transactions under the MISO Tariff or any associated rate schedule in the current or prior calendar year.

<u>Legal Name of Applicant or Tariff Customer</u>	<u>Exchange & Stock Symbol (if applicable)</u>	<u>At Least One Debt Security CUSIP # (if applicable)</u>	<u>DUNS Number (if applicable)</u>	<u>Entity Code</u>
<u>Corporate Parent(s) of Applicant or Tariff Customer</u>	<u>Exchange & Stock Symbol (if applicable)</u>	<u>At Least One Debt Security CUSIP # (if applicable)</u>	<u>DUNS Number (if applicable)</u>	<u>MISO Tariff Customer or Member?</u>
<u>Other Affiliates (as defined above) that issue securities</u>	<u>Exchange & Stock Symbol (if applicable)</u>	<u>At Least One Debt Security CUSIP # (if applicable)</u>	<u>DUNS Number (if applicable)</u>	<u>MISO Tariff Customer or Member?</u>

Please use additional sheets as necessary.

The submitted information is correct and complete to the best of my knowledge.

 Signature

 Printed name and title

 Date