

March 30, 2012

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

RE: *Southwest Power Pool, Inc.*, Docket No. ER12-_____
Submission of Transmission Interconnection Agreement

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act, 16 U.S.C. § 824d, Southwest Power Pool, Inc. (“SPP”) encloses for filing an executed Interconnection Agreement between Sunflower Electric Power Corporation (“Sunflower”) and ITC Great Plains, LLC (“ITC”) with SPP as a signatory (“Sunflower-ITC Agreement”).¹ SPP requests that the Federal Energy Regulatory Commission (“Commission”) accept the Sunflower-ITC Agreement with an effective date of June 1, 2012. In support, SPP states the following:

I. Background

SPP is a Commission-approved Regional Transmission Organization (“RTO”), and is an Arkansas non-profit corporation with its principal place of business in Little Rock, Arkansas. SPP has 65 members, including 14 investor-owned utilities, 11 municipal systems, 12 generation and transmission cooperatives, 4 state agencies, 7 independent power producers, 10 power marketers, and 7 independent transmission companies. As an RTO, SPP is a transmission provider administering transmission service over portions of Arkansas, Kansas, Louisiana, Missouri, Nebraska, New Mexico, Oklahoma, and Texas. SPP is responsible for providing independent transmission services over the transmission facilities its members have placed under the SPP Open Access Transmission Tariff (“SPP Tariff”).

¹ Sunflower and ITC may be referred to individually as “Party” or collectively as “the Parties.” The Sunflower-ITC Agreement is designated as Service Agreement No. 2403.

ITC is an independent, stand-alone transmission company engaged exclusively in the development, ownership and operation of facilities for the transmission of electric energy in interstate commerce. ITC is a subsidiary of ITC Holdings Corporation, and is a transmission-owning member of SPP.

Sunflower is a public utility that is engaged in transmitting electric energy in the state of Kansas. Sunflower is a transmission-owning member of SPP.

The Sunflower-ITC Agreement allows the Parties to interconnect their respective transmission systems at the interconnection points described in Attachment 1 of the Sunflower-ITC Agreement. The interconnection points, as well as the transmission systems of the Parties, are under the functional control of SPP. Therefore, consistent with the Commission's policy that the RTO with the planning authority over transmission facilities under its tariff (i.e., SPP) should be a signatory to the interconnection agreement, SPP is a signatory to the Sunflower-ITC Agreement.²

II. Description of the Sunflower-ITC Agreement

There is no *pro forma* form for a transmission interconnection agreement in the SPP Tariff, however, many of the provisions in the Sunflower-ITC Agreement are similar in scope and application to provisions in other utility-to-utility transmission interconnection agreements previously accepted by the Commission.³ Below is a brief summary of the Articles of the Sunflower-ITC Agreement:

² See *Am. Elec. Power Serv. Corp.*, 110 FERC ¶ 61,276, at P 8, *order on reh 'g*, 112 FERC ¶ 61,128, at PP 10-14 (2005).

³ See, e.g., *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER11-4378-000 (Oct. 21, 2011); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER10-3207-000 (Nov. 23, 2010); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER10-2451-000 (Oct. 20, 2010); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER10-1067-000 (June 1, 2010); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER10-215-000 (Dec. 23, 2009); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER09-1081-000 (June 16, 2009); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER08-1546-000 (Nov. 7, 2008); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER08-496-000 (Mar. 19, 2008); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER07-200-000 (Jan. 8, 2007); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER06-1060-000 (July 26, 2006); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER06-766-000 (May 15, 2006); *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER06-447-000 (Feb. 16, 2006).

The whereas clauses provide that the Parties executed the Co-Development Agreement for the development of certain transmission assets that will connect to the Sunflower transmission system; specifically, ITC desires to interconnect its Spearville-Post Rock 345 kV line (as well as future ITC assets) to Sunflower's transmission facilities.⁴ The whereas clauses further indicate that the interconnected operations are in accordance with the SPP Tariff, the Sunflower tariffs, schedules, and rules and regulations ("Sunflower Tariff"), and Sunflower's requirements as the applicable Balancing Authority for their Balancing Authority Area. In addition, the whereas clauses state that the systems of the Parties are under the functional control of SPP.⁵

Article 1 specifies that the Sunflower-ITC Agreement specifies the terms and conditions under which the Parties will cooperate and operate their respective transmission systems and the equipment that will be installed and operated.⁶ Additionally, the Parties shall operate and maintain their respective transmission systems in a manner that will allow each of them, SPP, and Sunflower as Balancing Authority, to operate their transmission systems and the Balancing Authority Area and perform their other obligations, consistent with Good Utility Practice.⁷

Article 2 sets forth the provisions for the Designated Representatives of the Parties.⁸ Article 3 specifies the system operating principles.⁹ Article 4 contains provisions for system planning, protection, and modification.¹⁰ Article 5 provides for the maintenance of facilities.¹¹ Article 6 sets forth the provisions for redispatching, curtailment and load shedding.¹² Article 7 provides for communications between the Parties.¹³

⁴ See Sunflower-ITC Agreement at whereas clauses.

⁵ See *id.*

⁶ See *id.* at Article 1.1.

⁷ See *id.*

⁸ See *id.* at Article 2.0.

⁹ See *id.* at Article 3.0.

¹⁰ See *id.* at Article 4.0.

¹¹ See *id.* at Article 5.0.

¹² See *id.* at Article 6.0.

¹³ See *id.* at Article 7.0.

Article 8 specifies that any dispute between the Parties regarding the Sunflower-ITC Agreement shall be resolved pursuant to Section 12 of the SPP Tariff, or otherwise as mutually agreed by the Parties.¹⁴ Article 9 includes the provisions for assignment of the Sunflower-ITC Agreement.¹⁵ Article 10 specifies that the Sunflower-ITC Agreement shall be governed by the laws of the State of Kansas.¹⁶

Article 11 specifies that the terms and conditions of interconnected operations shall be governed by the Sunflower-ITC Agreement, the Sunflower Tariff, and the SPP Tariff.¹⁷ Article 11 further provides that in the event of any conflict between the Sunflower-ITC Agreement and the Sunflower Tariff or the Sunflower Tariff and SPP Tariff, the SPP Tariff shall take precedence over all other documents.¹⁸ Article 12 specifies that nothing in the Sunflower-ITC Agreement shall be construed as affecting in any way the right of Sunflower unilaterally to file with the Kansas Corporation Commission (“KCC”) or the right of ITC unilaterally to file with the Commission.¹⁹

Article 13 provides the effective date and term for the Sunflower-ITC Agreement.²⁰ Specifically, Article 13 states that the Sunflower-ITC Agreement will be effective on the date on which the last of the following four events have occurred: 1) approval by the Sunflower Board of Directors and the ITC Great Plains governing body; 2) execution of the Sunflower-ITC Agreement by the Parties and delivery to the Parties; 3) acceptance of the Sunflower-ITC Agreement by the KCC; and 4) acceptance by the Commission.²¹ All of these enumerated events have occurred except for Commission acceptance. Article 13 also indicates that the initial term of the Sunflower-ITC Agreement shall continue for 25 years after the effective date or until the SPP Tariff is terminated, if earlier.²²

¹⁴ See Sunflower-ITC Agreement at Article 8.0.

¹⁵ See *id.* at Article 9.0.

¹⁶ See *id.* at Article 10.0.

¹⁷ See *id.* at Article 11.0.

¹⁸ See *id.*

¹⁹ See *id.* at Article 12.0.

²⁰ See *id.* at Article 13.0.

²¹ See *id.* at Article 13.1(a)-(d).

²² See *id.* at Article 13.2.

Article 14 contains the notice provisions.²³ Article 15 specifies that the Sunflower-ITC Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties, or to impose any partnership obligation or liability upon either Party.²⁴

Article 16 addresses indemnity and liability.²⁵ Article 16 also includes a provision granting a limitation on liability for SPP, and clarifying that SPP's involvement is limited to the sections of the Sunflower-ITC Agreement that may affect or involve SPP transmission service or SPP's role as a Commission-approved RTO.²⁶ Article 16 further states that that the Parties acknowledge that SPP's role as a signatory to the Sunflower-ITC Agreement is limited, and while SPP must be apprised of the matters addressed in the Sunflower-ITC Agreement, SPP's role as a signatory does not imply that SPP is taking responsibility for the actions of any Party, that SPP has any affirmative duties under the Sunflower-ITC Agreement; or SPP is liable in any way under the Sunflower-ITC Agreement, except as provided in the SPP Tariff.²⁷

Article 17 provides that the Sunflower-ITC Agreement may be executed in any number of counterparts with the same effect as if all Parties executed the same document.²⁸

Finally, Attachment 1 specifies the interconnection points for the Spearville 345-kV substation, Attachment 2 includes one line diagrams for the substation, and Attachment 3 provides the legal description for the substation.²⁹

III. Effective Date

On behalf of the Parties, SPP requests an effective date of June 1, 2012 for the Sunflower-ITC Agreement.

²³ See Sunflower-ITC Agreement at Article 14.0.

²⁴ See *id.* at Article 15.0.

²⁵ See *id.* at Article 16.0.

²⁶ See *id.* at Article 16.4.

²⁷ See *id.* at Article 16.5

²⁸ See *id.* at Article 17.0.

²⁹ See *id.* at Attachments 1, 2 and 3.

IV. Service, Notice, and Communication

SPP requests that all correspondence and communications with respect to this filing should be sent to, and that the Secretary include on the official service list, the following:

Heather H. Starnes, J.D.
Manager, Regulatory Policy
Southwest Power Pool, Inc.
415 North McKinley, Suite 140, Plaza West
Little Rock, AR 72205
Telephone: (501) 614-3380
Fax: (501) 664-9553
hstarnes@spp.org

Carrie L. Bumgarner
Tyler R. Brown
Wright & Talisman, P.C.
1200 G Street, NW
Suite 600
Washington, DC
Telephone: (202) 393-1200
Fax: (202) 393-1240
bumgarner@wrightlaw.com
brown@wrightlaw.com

V. Additional Information

A. Information Required by Section 35.13 of the Commission's Regulations, 18 C.F.R. § 35.13:³⁰

(1) Documents submitted with this filing:

In addition to this transmittal letter, SPP submits a clean version of the Sunflower-ITC Agreement.

(2) Effective date:

As noted above, SPP requests that the Commission grant an effective date of June 1, 2012.

³⁰ Because the Sunflower-ITC Agreement does not involve any change in rates, the use of the abbreviated filing procedures as set forth in 18 C.F.R. § 35.13(a)(2)(iii) is appropriate.

(3) Requisite agreements:

SPP and the Parties have all executed the Sunflower-ITC Agreement. No other agreements are necessary.

(4) Specifically assignable facilities installed or modified:

There are none.

VI. Conclusion

SPP requests that the Commission accept the Sunflower-ITC Agreement effective June 1, 2012.

Respectfully submitted,

/s/Tyler R. Brown

Carrie L. Bumgarner

Tyler R. Brown

**Attorneys for Southwest Power
Pool, Inc.**

Southwest Power Pool, Inc.
Original Service Agreement No. 2403

INTERCONNECTION AGREEMENT
BETWEEN
SUNFLOWER ELECTRIC POWER CORPORATION
AND
ITC GREAT PLAINS, LLC
March 28, 2012

TABLE OF CONTENTS

Interconnection Agreement	3
1.0 Interconnection	3
2.0 Designated Representatives of the Parties.....	4
3.0 System Operating Principles	4
4.0 System Planning, Protection and Modification	6
5.0 Maintenance of Facilities.....	7
6.0 Redispatching, Curtailment and Load Shedding	7
7.0 Communications	7
8.0 Dispute Resolution	7
9.0 Assignment	7
10.0 Choice of Law.....	8
11.0 Entire Agreement	8
12.0 Unilateral Changes and Modifications.....	8
13.0 Effective Date and Term.....	8
14.0 Notice.....	9
15.0 Relationship of the Parties, Third-Party Rights and Waiver.....	10
16.0 Indemnity and Liability.....	11
17.0 Execution in Counterparts.....	12
Attachment 1 – Interconnection Points.....	14
Attachment 2 – One Line Diagram.....	15
Attachment 3 – Legal Descriptions.....	16

Interconnection Agreement

This Interconnection Agreement (“Agreement”) is entered into this 28th day of March, 2012, by and between ITC Great Plains, LLC (“ITC”) and Sunflower Electric Power Corporation (“Sunflower”), being sometimes herein referred to collectively as “Parties” or singularly as a “Party” and Southwest Power Pool, Inc. (“SPP”), being sometimes herein referred to as “Transmission Provider.”

WHEREAS, the Parties have executed the Co-Development Agreement (“Agreement”) for the development of certain transmission assets connecting with the Sunflower transmission system.

WHEREAS, ITC has filed and received a certificate from the Kansas Corporation Commission (KCC) for the projects contemplated in this Agreement.

WHEREAS, ITC desires to provide for interconnected operations of the Spearville-Post Rock 345 kV transmission line, as well as future ITC assets, with Sunflower’s transmission facilities, and Sunflower likewise wishes to provide for interconnection operations with ITC, all in accordance with the SPP Open Access Transmission Tariff, as filed with the Federal Energy Regulatory Commission (“Commission”) as it may be amended or superseded from time to time (the “SPP Tariff”) and with the applicable provisions of the Sunflower tariffs, schedules, and rules and regulations, as filed with and approved by the KCC, as they may be amended or superceded from time to time,(the “Sunflower Tariff”), and Sunflower’s requirements as the applicable Balancing Authority for their Balancing Authority Area.

WHEREAS, SPP is a Regional Transmission Organization (“RTO”) pursuant to the orders of the Commission and, as such, is responsible for, among other items, functional control over appropriate transmission facilities within its footprint;

WHEREAS, the systems of the Parties are under the functional control of the SPP; and

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the SPP Tariff unless otherwise specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1.0 Interconnection

- 1.1 This Agreement sets out the terms and conditions under which Sunflower and ITC will cooperate and operate their respective Transmission Systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective Transmission Systems in a manner that will allow each of them, the Transmission Provider, and Sunflower, as Balancing Authority, to operate their Transmission Systems and the Balancing Authority Area and perform their other obligations hereunder and under the SPP Tariff and the applicable provisions of the Sunflower Tariff, consistent with Good Utility Practice.

- 1.2 During the term of this Agreement, as it may be amended from time to time, Sunflower agrees to interconnect its facilities with those of ITC in accordance with this Agreement and the applicable provisions of the Sunflower Tariff and the SPP Tariff. Sunflower shall not provide any services or make any charges hereunder that are provided by or charged by the Transmission Provider under the SPP Tariff.

2.0 Designated Representatives of the Parties

- 2.1 Each Party shall designate a representative and alternate (“Designated Representative(s)”) from their respective company to coordinate and implement, on an ongoing basis, the terms and conditions of this Agreement, including, as and if applicable, planning, operating, technical and operating provisions, integration of equipment, hardware and software, and other operating considerations.
- 2.2 The Designated Representatives shall represent the Parties in all matters arising under this Agreement and which may be delegated to them by mutual agreement of the Parties hereto.
- 2.3 The Designated Representatives shall meet or otherwise confer at the request of any Party upon reasonable notice, and each Party may place items on the meeting agenda. All deliberations of the Designated Representatives shall be conducted by taking into account the exercise of Good Utility Practice. If the Designated Representatives are unable to agree on any matter subject to their deliberation, that matter shall be resolved pursuant to Article 8.0 of this Agreement, or otherwise, as mutually agreed by the Parties.

3.0 System Operating Principles

- 3.1 Both Parties shall design, construct, and operate its facilities safely and efficiently in accordance with Good Utility Practice, NERC, SPP, or any successor requirements, industry standards, criteria, and applicable manufacturer’s equipment specifications, and within operating physical parameter ranges (voltage schedule, load power factor, and other parameters) required by either Party, including those imposed on either Party by the Transmission Provider.
- 3.2 Both Parties reserve the right to inspect the facilities and operating records of the other Party upon mutually agreeable terms and conditions.
- 3.3 The facilities connecting ITC’s transmission facilities to the Sunflower transmission facilities (“Interconnection Points”) listed in Attachment 1, and illustrated in corresponding one line diagram(s) contained in Attachment 2, and any new Interconnection Points established by mutual agreement between the Parties shall continue in service, except as such Interconnection Points shall from time to time be eliminated by mutual agreement between the Parties. The Designated Representatives shall establish and monitor standards and operating rules and procedures to

assure that Transmission System integrity and the safety of the public and employees are maintained or enhanced when such facilities are interconnected. Each Party shall exercise due diligence and reasonable care in maintaining and operating its facilities so as to maintain continuity of service.

- 3.4 The Parties shall operate their Transmission Systems and the Interconnection Points in continuous synchronism and in accord with applicable NERC Policies and SPP Criteria and Good Utility Practice.
- 3.5 The Parties shall abide by their respective switching and tagging rules for obtaining clearances for work or for switching operations at the Interconnection Facilities and shall follow NERC Standards, which may include directives to or from the Balancing Authority.
- 3.6 Both Parties agree to comply with applicable SPP emergency procedures, and the Parties' respective emergency procedures, as applicable, for implementing NERC rules, and the Parties' operating commitments, as applicable, with respect to emergencies, and to comply with directives issued thereunder.
- 3.7 If the function of any Party's facilities is impaired or the capacity of any interconnection or synchronous operation at any Interconnection Point(s) becomes interrupted, either manually or automatically, as a result of force majeure or maintenance coordinated by the Parties, the Parties will cooperate to remove the cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously.
- 3.8 Each of ITC and Sunflower, for itself, and for the Transmission Provider and the Balancing Authority, reserves the right to take any action necessary during an actual or imminent emergency to preserve the reliability and integrity of the Transmission System and the Party's respective Transmission System, limit or prevent damage, expedite restoration of service, ensure safe and reliable operation, avoid adverse effects on the quality of service, or preserve public safety.
- 3.9 In an emergency, the reasonable judgment of the Transmission Provider or the applicable Party, whichever is applicable, in accordance with Good Utility Practice, shall be the sole determinant of whether the operation of the other Party's equipment adversely affects the quality of service or interferes with the safe and reliable operation of the Transmission System or the applicable Party's Transmission System. The applicable Party may open any interconnection with the other Party if reasonably necessary to correct the condition. The applicable Party will provide the other Party with reasonable notice and an opportunity to alleviate the condition to the extent practicable.
- 3.10 The Parties, as the NERC-registered Transmission Operators for their respective transmission facilities, shall have their Designated Representatives develop mutually agreeable written Operating

Procedures which shall serve as a guide on how to operate the interconnected facilities and shall be consistent with this Agreement and with applicable NERC standards and requirements. The Operating Procedures shall, among other things, specify how the Parties shall communicate with each other during and regarding emergency conditions.

4.0 System Planning, Protection and Modification

- 4.1 The Parties shall coordinate with the Transmission Provider: (1) all scheduled outages of transmission facilities consistent with the reliability of service to the Users of each Party, and (2) additions or changes in facilities which could affect another Party's Transmission System. Where coordination cannot be achieved, the Designated Representatives shall intervene for resolution.
- 4.2 Both Parties recognize and agree that they will participate in and comply with the SPP regional planning process under the SPP Tariff.
- 4.3 The Parties shall coordinate with each other regarding the technical and engineering arrangements for the Interconnection Points, including one line diagrams depicting the electrical facilities configuration and parallel generation, and shall design and build the facilities to avoid interruptions on the Transmission System. This information is to be delivered to the Transmission Provider and Host Transmission Owner's Designated Representatives pursuant to Article 2.0.
- 4.4 Each Party shall make such Modifications to its Interconnection Facilities as are necessary to comply with Good Utility Practice and as may be provided in Attachment 1. Modification means any material, new construction, additions, design changes or modifications made to, or the abandonment, retirement, relocation or rearrangement of the Interconnection Facilities.
- 4.5 In the event any Party plans to undertake Modifications to its Interconnection Facilities that reasonably may be expected to impact any other Party's Transmission System, the initiating Party shall provide the other Party with at least ninety (90) days' advance notice of the desired Modifications. The nature of and the schedule of work for performing such Modifications shall be subject to review and acceptance by the other Party, which review and acceptance shall not be untimely nor unreasonably withheld or delayed, to ensure that such Modifications will (i) not adversely affect a Party's Transmission System, or other facilities, (ii) are consistent with Good Utility Practice, and (iii) are as provided in Attachment 1 of this Agreement. Subject to all applicable requirements imposed by SPP, the suitability and the responsibility for the safe and adequate design, operation and maintenance of the initiating Party's facilities shall be and remain the sole obligation of the initiating Party.
- 4.6 When the actions of a Party necessitate Modifications to another Party's Interconnection Facilities that are not required by SPP, the KCC, or the

Commission, such Modifications to the other Party's Interconnection Facilities shall be made at the sole cost and expense of the Party initiating the changes, unless otherwise agreed to in writing by the Parties. The initiating Party's responsibility for such Modification costs is limited to those costs that are incremental to costs already planned to be incurred by the other Party.

5.0 Maintenance of Facilities

- 5.1 Each Party shall inspect, test, and maintain its facilities necessary to reliably receive and deliver energy from the other Party's Transmission System consistent with Good Utility Practice. A Party may open one or more of the interconnections under this Agreement to limit or prevent damage to generating or transmission facilities caused by the other Party's failure to maintain its facilities in accordance with Good Utility Practice, and such Party may seek as a result any appropriate relief from the KCC or the Commission.
- 5.2 The Designated Representatives shall establish procedures to coordinate the maintenance schedules, and return to service, of their respective Transmission Systems, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain Transmission System reliability and reliability of service, consistent with the SPP Tariff.

6.0 Redispatching, Curtailment and Load Shedding

The Parties will, when applicable, redispatch, curtail, and shed load in accordance with the SPP Tariff.

7.0 Communications

- 7.1 Each Party shall, at its own expense, install and maintain communication link(s). The communication link(s) shall be used for data transfer and for voice communication.
- 7.2 Each Party shall own and maintain their respective metering and telemetering equipment.

8.0 Dispute Resolution

Any dispute among the Parties regarding this Agreement shall be resolved pursuant to Section 12 of the SPP Tariff, which is hereby adopted mutatis mutandis, or otherwise as mutually agreed by the Parties.

9.0 Assignment

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, but shall not be assigned by any Party, except to successors to all or substantially all of the electric properties and assets of such Party, without the written consent of the other party. Such written consent shall not be unreasonably withheld.

Notwithstanding the foregoing, Sunflower's interest in this Agreement may be assigned, transferred, mortgaged or pledged by Sunflower without the consent of ITC for the purpose of creating a security interest for the benefit of the United States of America, acting through Rural Utilities Service ("RUS"), and thereafter the RUS, without the approval of ITC or its lenders, may cause the RUS' interest in this Agreement to be sold, assigned, transferred, or otherwise disposed of to a third party.

10.0 Choice of Law

The interpretation, enforcement, and performance of this Agreement shall be governed by the laws of the State of Kansas.

11.0 Entire Agreement

The terms and conditions of interconnected operations shall be governed by this Agreement, the Sunflower Tariff, and the SPP Tariff as each exists at the time of this Agreement, or as hereafter amended. In the case of any conflict between this Agreement and the Sunflower Tariff or SPP Tariff, the SPP Tariff shall take precedence over all other documents. This Agreement supersedes all previous representations, understandings, negotiations, and agreements, either written or oral, between the Parties or their representatives and constitutes the entire agreement of the Parties regarding interconnected operations.

12.0 Unilateral Changes and Modifications

- 12.1 Nothing contained in this Agreement shall be construed as affecting in any way the right of Sunflower unilaterally to file with the KCC, or make application to the KCC for, changes in rates, charges, classification of service, or any rule, regulation, or agreement related thereto, under Kansas law and pursuant to the KCC's rules and regulations promulgated thereunder, or under other applicable statutes or regulations.
- 12.2 Nothing contained in this Agreement shall be construed as affecting in any way the right of ITC or the Transmission Provider unilaterally to file with the Commission, or make application to the Commission for, changes in rates, charges, classification of service, or any rule, regulation, or agreement related thereto, under section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder, or under other applicable statutes or regulations.

13.0 Effective Date and Term

- 13.1 This Agreement shall become effective and shall become a binding obligation of the Parties on the date on which the last of the following events shall have occurred ("Effective Date"):
 - (a) Approval by the Sunflower Board of Directors and the governing body of ITC.

- (b) Execution of this Agreement by the duly authorized representatives of Sunflower and ITC and delivery of such executed Agreements to each of the Parties.
- (c) Acceptance of this Agreement for filing by order of the KCC making this Agreement effective as to Sunflower, in which case the Effective Date of this Agreement shall be as specified in the said KCC order.
- (d) Acceptance by the Commission under Section 205 of the Federal Power Act as to ITC.

13.2 The initial term of this Agreement shall continue for twenty-five (25) years after the Effective Date or until the SPP Tariff is terminated, if earlier. Thereafter, this Agreement shall automatically renew for successive terms of one year each unless either Party elects to terminate the Agreement by providing written notice of termination to the other Party at least one (1) calendar year prior to the start of any renewal term. When any Party gives notice of cancellation, the Parties will negotiate in good faith to establish a replacement interconnection agreement prior to cancellation.

14.0 Notice

14.1 Except as herein otherwise provided, any notice that may be given to or made upon any Party (or SPP) by any other Party (or SPP) under any of the provisions of this Agreement shall be in writing unless otherwise specifically provided herein and shall be considered delivered when the notice is personally delivered or deposited in the United States mail, certified or registered postage prepaid, to the following:

Sunflower

Sunflower Electric Power Corporation
President and CEO
301 West 13th Street
P.O. Box 1020
Hays, Kansas 67601
Phone: 785.623.3335
Facsimile: 785.623.3395

With a copy to:

Mark D. Calcara
Watkins Calcara, Chtd.
1321 Main Street
P.O. Drawer 1110
Great Bend, Kansas 67530
Phone: 620.792.8231
Facsimile: 620.792.2775

ITC

ITC Great Plains, LLC
3500 SW Fairlawn, Suite 101
Topeka, Kansas 66614
Facsimile: 785.783.2230

Attention: Carl A. Huslig, President

With a copy to:

ITC Holdings Corp.
27175 Energy Way
Novi, Michigan 48377
Facsimile: 248.946.3562
Attention: Daniel J. Oginsky, Esq.,
Vice President and General Counsel

SPP

Southwest Power Pool, Inc.
415 North McKinley Street
140 Plaza West
Little Rock, Arkansas 72205
Facsimile: 501.664.9553

Attention: Carl A. Monroe
Executive Vice President and Chief Operating Officer

Any Party or SPP may change its notice address by written notice to the other Party or SPP in accordance with this Article 14.0.

- 14.2 Any notice, request, or demand pertaining to operating matters may be delivered in writing, in person or by first class mail, e-mail, messenger, telegraph, or facsimile transmission as may be appropriate and shall be confirmed in writing as soon as reasonably practical thereafter, if any Party so requests in any particular instance.

15.0 Relationship of the Parties, Third-Party Rights and Waiver

- 15.1 This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties, nor to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of the other Party.
- 15.2 This Agreement is intended for the benefit of the Parties and does not confer any rights or benefits upon any third parties.

15.3 The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Agreement, or to take advantage of any of its rights thereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall remain at all times in full force and effect.

16.0 Indemnity and Liability

16.1 Neither Party shall be liable for money damages or other compensation to the other Party or Users for actions or omissions in performing its obligations under this Agreement, except to the extent such act or omission is found to result from its gross negligence or intentional wrongdoing. Neither Party nor Users may seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of either Party or its Affiliates by reason of their status as directors, members, shareholders, officers, employees or agents of a Party or its Affiliates. In no event shall a Party be liable for any incidental, consequential, punitive, special, exemplary or indirect damages, loss of revenues or profits, arising out of, or connected in any way with its performance or non-performance under this Agreement.

16.2 Each Party (the "Indemnifying Party") shall at all times indemnify, defend, and save the other Party (the "Indemnified Party") harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney's fees, and all other obligations by or to third parties, arising out of or resulting from the Indemnifying Party's performance of obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

16.3 Neither Party shall be liable for damages arising out of its actions or omissions in performing its obligations under this Agreement, including, but not limited to any act or omission that results in an interruption, deficiency, or imperfection of service, occurring as a result of conditions or circumstances beyond the control of such Party, or resulting from electric system design common to the domestic electric utility industry or electric system operation practices or conditions common to the domestic electric utility industry. Neither Party shall be liable for acts or omissions done in compliance or good faith attempts to comply with directives of the Transmission Provider.

16.4 Nothing in this Agreement shall be construed to create or give rise to any liability on the part of SPP, and the Parties expressly waive any claims that may arise against SPP under this Agreement. By executing this Agreement, SPP does not agree to the provisions which do not affect or involve SPP transmission service or SPP's role as a Commission-approved RTO. SPP's only purposes and involvement in executing this

Agreement is with regard to any sections which may affect or involve SPP transmission service or SPP's role as a Commission-approved RTO.

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

17.0 Execution in Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all Parties executed the same document. All such counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Interconnection Agreement to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

Sunflower Electric Power Corporation

ITC Great Plains, LLC
By: ITC Grid Development, LLC,
its Sole Member

By: ITC Holdings Corp.,
its Sole Member

/s/ Noman Williams
Noman Williams
Vice-President, Transmission Policy

/s/ Brian A. Slocum
Brian A. Slocum
Vice President, Engineering

March 27, 2012
Date

3/27/12
Date

Southwest Power Pool, Inc.

/s/ Carl Monroe
Carl A. Monroe
Executive Vice President and Chief Operating Officer
Date 03/28/2012

Attachment 1 – Interconnection Points

Interconnection Location: Sunflower’s Spearville 345 kV Substation

See Attachment 3 for a legal description of the Spearville Substation.

Points of Connection: The first point of connection will be at the dead end structures located in Sunflower’s 345 kV Spearville Substation located in the NE ¼ of Section Twenty (20), Township (25) South, Range Twenty-Two (22) West of the 6th Principal Meridian, Ford County, Kansas. Connecting at the first bus tap position North of switch SV283 in the Sunflower Spearville 345 kV Substation as shown in Attachment 2.

The second point of connection will be at the dead end structures located in Sunflower’s 345 kV Spearville substation located in the NE ¼ of Section Twenty (20), Township (25) South, Range Twenty-Two (22) West of the 6th Principal Meridian, Ford County, Kansas. Connecting at the first bus tap position South of switch SV183 in the Sunflower Spearville 345kV Substation as shown in Attachment 2.

Facilities Provided by ITC: ITC will continue to make available, operate, and maintain its 345 kV terminal, telemetering equipment at Sunflower’s Spearville substation and the Spearville–to-Post Rock 345 kV transmission line. ITC will provide Sunflower indication and metering from Post Rock for use by Sunflower EMS and Sunflower System Operators. Breaker SV282 will be originally paid for and constructed by ITC and owned by Sunflower.

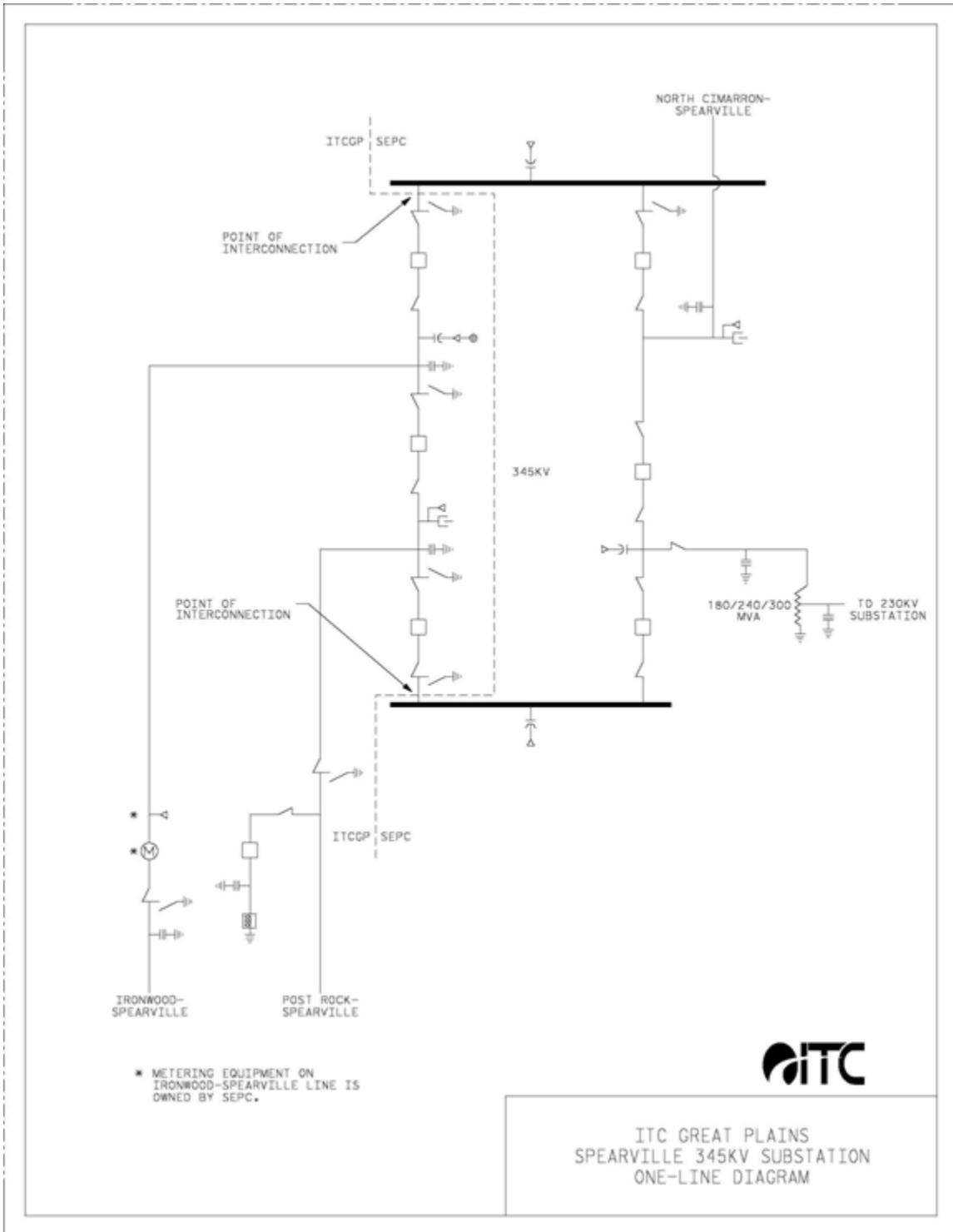
Facilities Provided by Sunflower: Sunflower will continue to make available, operate, and maintain its 345 kV terminal, metering and telemetering equipment, and all associated equipment at its Spearville Substation, including breaker SV282 that will be originally paid for and constructed by ITC and owned by Sunflower.

Metering: Sunflower will own, operate, and maintain revenue accuracy 3-element load control metering at Sunflower’s 345 kV Spearville Substation, which shall be connected to revenue accuracy potential and current transformers at the 345 kV terminal. Sunflower will provide instantaneous and hourly demand information to ITC through Supervisory Control and Data Acquisition equipment (“SCADA”), using a multi-ported remote terminal at Spearville substation..

Jurisdictional and Functional Authority: ITC will be the Transmission Operator over its 345 kV equipment inside the Sunflower Spearville Substation, excluding Breaker SV282. Sunflower will be the Transmission Operator over their facilities in the Spearville Substation, including breaker SV282, up to the point of connection.

Attachment 2 – One Line Diagram

Spearville 345 kV Substation



Attachment 3 – Legal Descriptions

Substation

A tract of land located in the Northeast Quarter (NE/4) of Section Twenty (20), Township Twenty-five (25) South, Range Twenty-two (22) West of the 6th Principal Meridian, Ford County, Kansas, more fully described as follows:

Beginning at the Southeast corner of the Northeast Quarter (SE/c NE/4) of said Section Twenty (20), thence West along the East- West Quarter Section line for a distance of Twelve Hundred (1200) feet; thence North on a line parallel to the East line of said quarter, for a distance of Twelve Hundred (1200) feet; thence East on a line parallel to the East-West Quarter Section line, for a distance of Twelve Hundred (1200) feet; thence South along the East line of said Northeast Quarter (NE/4) for a distance of Twelve Hundred (1200) feet to the point of beginning;

EXCEPT a tract of land in the Northeast Quarter (NE/4) of Section Twenty

(20), Township Twenty-five (25) South, Range Twenty-two (22) West of the 6th P.M., Ford County, Kansas, more particularly described as follows: Beginning at a point sixty (60.00) feet North of the East 1/4 corner, Section 20, Township 25 South, Range 22 West; thence on a bearing of S88°37'01" W, parallel to the East-West 1/4 Section line for a distance of five hundred forty-six and ninety-seven hundredths (546.97) feet to a point, said point being sixty (60) feet North of E-W 1/4 Section line; thence on a bearing of N01°52'59"W for a distance of three hundred sixteen (316) feet to a point; thence on a bearing of S88°07'01"W for a distance of one hundred (100.00) feet to a point; thence on a bearing of N01°52'59"W for a distance of two hundred thirty (230.00) feet to a point; thence on a bearing of N88°07'01"E for a distance of one hundred five (105.00) feet to a point; thence on a bearing of N01°52'59"W for a distance of three hundred seventy-nine (379.00) feet to a point; thence on a bearing of N88°37'01"E for a distance of five hundred seventy-two and forty hundredths (572.40) feet to a point, said point being on the East Section line; thence South along the East Section line for a distance of nine hundred twenty-five (925.00) feet to the point of beginning.