

July 26, 2024

The Honorable Debbie-Anne A. Reese
Acting Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

RE: *Southwest Power Pool, Inc.*, Docket No. ER24-____
Submission of Network Integration Transmission Service Agreement and
Network Operating Agreement

Dear Acting Secretary Reese:

Pursuant to section 205 of the Federal Power Act, 16 U.S.C. § 824d, and section 35.13 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. § 35.13, Southwest Power Pool, Inc. ("SPP") submits: (1) an executed Service Agreement for Network Integration Transmission Service ("Service Agreement") between SPP as Transmission Provider and Associated Electric Cooperative, Inc. ("AECI") as Network Customer ("Third Revised AECI Service Agreement"); and (2) an executed Network Operating Agreement ("NOA") among SPP as Transmission Provider, AECI as Network Customer and Southwestern Power Administration ("Southwestern") as Host Transmission Owner ("Third Revised AECI NOA").¹ The Third Revised AECI Agreements modify and supersede the Service Agreement and NOA among the Parties accepted by the Commission in Docket No. ER20-560-000.² SPP is submitting this filing

¹ The Third Revised AECI Service Agreement and Third Revised AECI NOA are referred to collectively as the "Third Revised AECI Agreements," and SPP, AECI, and Southwestern are referred to collectively as the "Parties." The Third Revised AECI Agreements are designated as Third Revised Service Agreement No. 3055.

² See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER20-560-000 (Jan. 22, 2020). ("January Order"). The Service Agreement and NOA referenced in the

because the Third Revised AECI Agreements include terms and conditions that do not conform to the standard form of service agreements set forth in the SPP Open Access Transmission Tariff (“SPP Tariff”).³

I. Description of the Third Revised AECI Agreements

Since the January Order, the Parties revised the Second Revised AECI Service Agreement to update the termination date in Section 4.0, and to update the references to Southwestern in Section 8.12 of Attachment 1. The Second Revised AECI Service Agreement was also updated to include changes to the *pro forma* Service Agreement approved by the Commission in Docket Nos. ER20-418,⁴ ER20-1687,⁵ and ER20-2699.⁶

The Parties revised the Second Revised AECI Service Agreement to update the contact information in Section 6.0, and the Second Revised AECI NOA to update the contact information in Section 20.1.

The Second Revised AECI NOA was updated to include the revised NOA language concerning Southwestern that was accepted by the Commission in Docket Nos. ER22-469, *et al.*⁷ In addition, the Third Revised AECI NOA was revised as described below:⁸

January Order are referred to collectively as the “Second Revised AECI Agreements” and individually as the “Second Revised AECI Service Agreement” and “Second Revised AECI NOA.”

³ See Southwest Power Pool, Inc., Open Access Transmission Tariff, Sixth Revised Volume No. 1 at Attachment F (“*pro forma* Service Agreement”) and Attachment G (“*pro forma* NOA”), collectively “the *pro forma* Agreements.”

⁴ See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER20-418-000 (Feb. 6, 2020). Attachment 1, Section 8.4.1(b) was modified to change “Schedule 1-A” to “Schedule 1-A1”.

⁵ *Sw. Power Pool, Inc.*, 171 FERC ¶ 61,272 (2020). Attachment 1, Section 8.13 was added to reference Candidate Incremental Long Term Congestion Rights.

⁶ *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER20-2699-000 (Oct. 1, 2020). Max dependable capacity was removed from Appendix 1.

⁷ See *Sw. Power Pool, Inc.*, 181 FERC ¶ 61,179 (2022) (“December Order”).

⁸ The Commission has previously accepted similar language. See *Sw. Power Pool, Inc.*, Letter Order, Docket No. ER23-1537-000 (May 19, 2023); *Sw.*

- The first Whereas clause was deleted.
- Non-conforming language was added in the second Whereas clause that states the Transmission Provider and Host Transmission Owner have entered into an agreement, Attachment AD to the SPP Tariff, which authorizes Transmission Provider to utilize Host Transmission Owner's transmission facilities, and perform certain administrative duties.
- The Whereas clause that commenced with "WHEREAS Southwestern and Network Customer have entered into a separate agreement which may be amended from time to time by these entities..." in the Second Revised AECI NOA was deleted.
- Section 2.3 includes the non-conforming language in italics "resolved pursuant to Section 12.0 of the Tariff and Article 1 Section 19 of Attachment AD, or otherwise, as mutually agreed by the Parties."
- The non-conforming language in sections 3.3 and 3.5 that was in the Second Revised AECI NOA was deleted.
- In Section 3.4, the conforming language "SPP Criteria, and Good Utility Practice" was omitted, to match what was accepted in the December Order.
- Non-conforming language was added to Section 4.6 to state that "The Network Customer shall provide for automatic and underfrequency load shedding of the Network Customer Network Load in accordance *Article 6.1 of the amended and revised Joint Operating Agreement between SPP and the Network Customer*" that replaced the previous language.
- The non-conforming language in Section 13.0 of the Second Revised AECI NOA was deleted.
- The language included in the Second Revised AECI NOA in Section 14.0 was replaced with conforming language, and non-conforming language was added "*Any dispute among the Parties regarding this Operating Agreement shall be resolved pursuant to Section 12 of the Tariff and Article 1 Section 19 of Attachment AD, or otherwise, as mutually agreed by the Parties.*"
- Language in Section 15.0 was added to state that no voluntary assignment of (*the Third Revised AECI NOA*) or of the rights of AECI under the (*Third Revised AECI NOA*) shall be made without the prior written approval of the Administrator of Southwestern. If AECI operates a project financed by the Rural Utilities Services ("RUS"), AECI may transfer or assign its interest in (*Third Revised AECI NOA*) to the RUS or any other department or agency of the Federal Government without such prior written approval. Any successor to or assignee of the rights of AECI, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of (*Third Revised AECI NOA*) to the same

extent as though such successor or assignee were the original Customer under (*Third Revised AECI NOA*); and, provided further, that the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision. AECI may assign (*Third Revised AECI NOA*), upon notice to Southwestern but without the prior consent of Southwestern, to an affiliate of AECI or to a purchaser of a substantial portion of the AECI facilities.

- The conforming references to “Host Transmission Owner” replaced the non-conforming references to “Southwestern”.
- The non-conforming language used throughout to clarify that the Network Customer or Southwestern may cause certain actions to occur rather than the Network Customer or Southwestern performing such actions on their own, was removed in Sections 3.5, 5.2, and 5.3.
- The non-conforming language was removed from Sections 3.3, 4.1, 4.2, 4.3, 4.5, 6.1, 6.2, 6.3, 7.2, 7.4, 7.5, 8.2, 9.2, 10.1, 12.1, 12.2, 17.0, 18.0, and 22.0-22.3.

To facilitate these changes, AECI and SPP executed the Third Revised AECI Service Agreement and the Parties executed the Third Revised AECI NOA, which are submitted herein.

II. Non-Conforming Terms and Conditions

The Third Revised AECI Service Agreement retains the non-conforming terms and conditions in Sections 2.0, 3.0, 5.0 and 8.5 of Attachment 1 from the Second Revised AECI Service Agreement.⁹ The Third Revised AECI NOA retains the non-conforming terms and conditions in the second whereas clause and Sections 1.0, 2.3, 3.1-3.4, 4.6, 5.4, 8.0, 11.1, 14.0, 15.0 and 16.0 from the Second Revised AECI NOA. These non-conforming terms and conditions were accepted by the Commission in the January Order.¹⁰ New non-conforming language was added to the Third Revised AECI NOA, as described in Article I.

III. Effective Date and Waiver

SPP requests an effective date of July 1, 2024 for the Third Revised AECI Agreements. To permit such an effective date, SPP requests a waiver of the Commission's 60-day notice requirement set forth at 18 C.F.R. § 35.3. Waiver is

⁹ The non-conforming terms and conditions are highlighted in Exhibit No. SPP-1.

¹⁰ See January Order.

appropriate because the Third Revised AECI Agreements are being filed within 30 days of the commencement of service.¹¹

IV. Additional Information

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

(1) Documents submitted with this filing:

In addition to this transmittal letter, SPP includes the following:

- (i) A clean copy of the Third Revised AECI Agreements;
- (ii) A redlined copy of the Third Revised AECI Agreements; and
- (iii) Exhibit No. SPP-1 – Highlighted pages of non-conforming terms and conditions in the Third Revised AECI Agreements.

(2) Effective Date:

As discussed herein, SPP respectfully requests that the Commission accept the Third Revised AECI Agreements with an effective date of July 1, 2024.

(3) Service:

SPP is serving a copy of this filing on the representatives for the Parties listed in the Third Revised AECI Agreements.

(4) Basis of Rate:

All charges under the Third Revised AECI Agreements will be determined in accordance with the SPP Tariff and the Third Revised AECI Agreements.

¹¹ See *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, at 61,983-84, *order on reh'g*, 65 FERC ¶ 61,081 (1993) (the Commission will grant waiver of the 60-day prior notice requirement “if service agreements are filed within 30 days after service commences.”); see also 18 C.F.R. § 35.3(a)(2).

B. Communications:

Any correspondence regarding this matter should be directed to:¹²

Meredith Powell
Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223
Telephone: (501) 482-2507
mpowell@spp.org

Nicole Wagner
Manager - Regulatory Policy
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223
Telephone: (501) 688-1642
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Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223
Telephone: (501) 482-2468
jhinton@spp.org

Tessie Kentner
Managing Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223
Telephone: (501) 688-1782
tkentner@spp.org

V. Conclusion

For all the foregoing reasons, SPP respectfully requests that the Commission accept the Third Revised AECI Agreements with an effective date of July 1, 2024.

Respectfully submitted,

/s/ Meredith Powell
Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223
Telephone: (501) 482-2507
mpowell@spp.org

/s/ Justin A. Hinton
Justin A. Hinton

¹² Pursuant to Commission Rule 101(e), 18 C.F.R. § 385.101(e), SPP requests waiver of Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to permit more than two persons to be included on the service list.

The Honorable Debbie-Anne A. Reese
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Senior Attorney
Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223
Telephone: (501) 482-2468
jhinton@spp.org

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

Exhibit No. SPP-1
Non-Conforming Language

Exhibit No. SPP-1

**Non-Conforming Language
in the
Network Integration Transmission Service Agreement**

2.0 Network Loads

The Network Load consists of the bundled native load or its equivalent for Network Customer load physically located on the Southwestern Power Administration Transmission System. Load is dynamically telemetered to and included in the Associated Electric Cooperative Balancing Authority Area.

3.0 Affected Zone(s) and Intervening Systems Providing Transmission Service

The affected Zone(s) is/are Southwestern Power Administration. Load is dynamically telemetered to and included in the Associated Electric Cooperative Balancing Authority Area but physically located on the Southwestern Power Administration Transmission System. The intervening systems providing transmission service are Associated Electric Cooperative, Inc.

5.0 Electrical Location of the Ultimate Loads

The loads of Network Customer identified in Section 2.0 hereof as the Network Load are physically located within the Southwestern Power Administration Zone(s). The load is dynamically telemetered to and included in the Associated Electric Cooperative Balancing Authority Area.

8.5 Real Power Losses - Transmission

The Network Customer shall replace losses in accordance with Attachment M of the Tariff. The Network Customer will self-provide losses by adjusting the interchange meter to include transmission and transformer losses.

Exhibit No. SPP-1

**Non-Conforming Language
in the
Network Operating Agreement**

**NETWORK OPERATING AGREEMENT
AMONG
SOUTHWEST POWER POOL, INC.,
ASSOCIATED ELECTRIC COOPERATIVE, INC.
AND
SOUTHWESTERN POWER ADMINISTRATION**

WHEREAS, Transmission Provider and Host Transmission Owner have entered into an agreement, Attachment AD to the Tariff, which authorizes Transmission Provider to utilize Host Transmission Owner's transmission facilities, and perform certain administrative duties.

1.0 Network Service

This Operating Agreement sets out the terms and conditions under which the Transmission Provider, Host Transmission Owner, and Network Customer will cooperate and the Host Transmission Owner and Network Customer will operate, or cause to be operated, their respective systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective systems in a manner that will allow the Host Transmission Owner and the Network Customer to operate, or cause to be operated, their systems and the Transmission Provider to perform its obligations consistent with Good Utility Practice. The Transmission Provider may, on a non-discriminatory basis, waive the requirements of Section 4.1 and Section 8.3 to the extent that such information is unknown at the time of application or where such requirement is not applicable.

2.0 Designated Representatives of the Parties

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 Section 12.0 of the Tariff and Article 1 Section

19 of Attachment AD, or otherwise, as mutually agreed by the Parties.

3.0 System Operating Principles

- 3.1 The Network Customer must design, construct, and operate, or cause to be designed, constructed, and operated, 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 the Host Transmission Owner and Transmission Provider.
- 3.4 The Host Transmission Owner and Network Customer shall operate, or cause to be operated, their systems and delivery points in continuous synchronism and in accord with applicable NERC Standards.

4.0 System Planning & Protection

- 4.6 The Network Customer shall provide for automatic and underfrequency load shedding of the Network Customer Network Load in accordance Article 6.1 of the amended and revised Joint Operating Agreement between SPP and the Network Customer.

5.0 Maintenance of Facilities

- 5.4 Specific terms and conditions for upgrades, ownership, maintenance, and replacement of facilities shall be as specified in a separate agreement between Southwestern and the Network Customer.

8.0 Metering

- 8.1 The Network Customer shall provide for the installation of meters, associated metering equipment and telemetering equipment as set forth in a separate

agreement between Southwestern and the Network Customer. The Network Customer shall permit (or provide for, if the Network Customer is not the meter owner) the Transmission Provider's and Host Transmission Owner's representative to have access to the equipment at all reasonable hours and for any reasonable purpose, and shall not permit unauthorized persons to have access to the space housing the equipment. Network Customer shall provide to (or provide for, if the Network Customer is not the meter owner) the Host Transmission Owner access to load data and other data available from any delivery point meter. If the Network Customer does not own the meter, the Host Transmission Owner shall make available, upon request, all load data and other data obtained by the Host Transmission Owner from the relevant delivery point meter, if available utilizing existing equipment. The Network Customer will cooperate on the installation of advanced technology metering in place of the standard metering equipment at a delivery point at the expense of the requestor; provided, however, that meter owner shall not be obligated to install, operate or maintain any meter or related equipment that is not approved for use by the meter owner and/or Host Transmission Owner, and provided that such equipment addition can be accomplished in a manner that does not interfere with the operation of the meter owner's equipment or any Party's fulfillment of any statutory or contractual obligation.

11.0 Communications

11.1 The Network Customer shall, at its own expense, install and maintain communication link(s) for scheduling. The communication link(s) shall be used for data transfer and for voice communication. Communications requirements and specific details regarding communications and data exchange shall be as set forth in a separate agreement between Southwestern and the Network Customer.

14.0 Dispute Resolution

Any dispute among the Parties regarding this Operating Agreement shall be resolved pursuant to Section 12 of the Tariff and Article 1 Section 19 of Attachment AD, or otherwise, as mutually agreed by the Parties.

15.0 Assignment

No voluntary assignment of this Agreement or of the rights of the Network Customer under this Agreement shall be made without the prior written approval of the Administrator of Southwestern, which consent shall not be unreasonably withheld, conditioned, or delayed. Any voluntary assignment of this Agreement or of the rights of the Network Customer under this Agreement made without the prior written approval of the Administrator of Southwestern may result in the termination of this Agreement; provided further, that if the Network Customer operates a project financed in whole or in part by the Rural Utilities Service, the Network Customer may transfer or assign its interest in this Agreement to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; provided further, that any successor to or assignee of the rights of the Network Customer, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Network Customer under this Agreement; and, provided further, that the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision. Notwithstanding the foregoing, the Network Customer may assign this Agreement, upon notice to Southwestern but without the prior consent of Southwestern, to an affiliate of the Network Customer or to a purchaser of a substantial portion of the Network Customer's facilities.

16.0 Choice of Law

The interpretation, enforcement, and performance of this Operating Agreement shall be governed by the laws of the State of Arkansas for all Parties except Southwestern; Provided, However, That laws and precedent of such jurisdiction concerning choice of law shall not be applied, except to the extent governed by the laws of the United States of America. Federal law shall control all of Southwestern's obligations and procedures established by this Operating Agreement and the performance and enforcement thereof. The forum for any litigation arising from this Operating Agreement in which Southwestern is a party to said litigation, shall exclusively be a Federal court of the United States of America.

Southwest Power Pool, Inc.
Third Revised Service Agreement No. 3055

**SERVICE AGREEMENT
FOR
NETWORK INTEGRATION TRANSMISSION SERVICE
BETWEEN
SOUTHWEST POWER POOL, INC.
AND
ASSOCIATED ELECTRIC COOPERATIVE, INC.**

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this 1st day of July, 2024, by and between Associated Electric Cooperative, Inc. ("Network Customer"), and Southwest Power Pool, Inc. ("Transmission Provider"). The Network Customer and Transmission Provider shall be referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider's Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission") as it may from time to time be amended;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as agent for the Transmission Owners in providing service under the Tariff;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff; and

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

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

- 1.0 The Transmission Provider agrees during the term of this Service Agreement, as it may be amended from time to time, to provide Network Integration Transmission Service in accordance with the Tariff to enable delivery of power and energy from the Network Customer's Network Resources that the Network Customer has committed to meet its load.
- 2.0 The Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Parts I, III and V of the Tariff and this Service Agreement with attached specifications.
- 3.0 The terms and conditions of such Network Integration Transmission Service shall be governed by the Tariff, as in effect at the time this Service Agreement is executed by the Network Customer, or as the Tariff is thereafter amended or by its successor tariff, if any. The Tariff, as it currently exists, or as it is hereafter amended, is incorporated in this Service Agreement by reference. In the case of any conflict between this Service Agreement and the Tariff, the Tariff shall control. The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff. The completed specifications are based on the information provided in the Completed Application and are incorporated herein and made a part hereof as Attachment 1.
- 4.0 Service under this Service Agreement shall commence on such date as it is permitted to become effective by the Commission. This Service Agreement shall be effective through May 31, 2035. Upon termination, the Network Customer remains responsible for any outstanding charges including all costs incurred and apportioned or assigned to the Network Customer under this Service Agreement.
- 5.0 The Transmission Provider and Network Customer have executed a Network Operating Agreement as required by the Tariff.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below. Such representative and address for notices or requests may be changed from time to time by notice by one Party or the other.

Southwest Power Pool, Inc. (Transmission Provider):

Tessie Kentner

Attorney

201 Worthen Drive

Little Rock, AR 72223-4936

Email Address: tkentner@spp.org

Phone Number: (501) 688-1762

Network Customer:

Associated Electric Cooperative, Inc.

Roger Clark

2814 S. Golden

Springfield, MO 65807

Email Address: rclark@aeci.org

Phone Number: (417) 371-5269

7.0 This Service Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may, without the need for consent from the other, transfer or assign this Service Agreement to any person succeeding to all or substantially all of the assets of such Party. However, the assignee shall be bound by the terms and conditions of this Service Agreement.

8.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider's or a Transmission Owner's right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction,

for any change in the Tariff or this Service Agreement under Section 205 of the Federal Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Network Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.

9.0 By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

TRANSMISSION PROVIDER

NETWORK CUSTOMER

/s/ Lanny Nickell
Signature

/s/ Roger Clark
Signature

Lanny Nickell
Printed Name

/s/ Roger Clark
Printed Name

EVP & COO
Title

SVP & Chief Commercial Officer
Title

7/2/2024
Date

6/20/2024
Date

ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT

BETWEEN SOUTHWEST POWER POOL AND ASSOCIATED ELECTRIC COOPERATIVE, INC. SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Network Resources

The Network Resources are listed in Appendix 1.

2.0 Network Loads

The Network Load consists of the bundled native load or its equivalent for Network Customer load physically located on the Southwestern Power Administration Transmission System. Load is dynamically telemetered to and included in the Associated Electric Cooperative Balancing Authority Area.

The Network Customer's Network Load shall be measured on an hourly integrated basis, by suitable metering equipment located at each connection and delivery point, and each generating facility. The meter owner shall cause to be provided to the Transmission Provider, Network Customer and applicable Transmission Owner, on a monthly basis such data as required by Transmission Provider for billing. The Network Customer's load shall be adjusted, for settlement purposes, to include applicable Transmission Owner transmission and distribution losses, as applicable, as specified in Sections 8.5 and 8.6, respectively. For a Network Customer providing retail electric service pursuant to a state retail access program, profiled demand data, based upon revenue quality non-IDR meters may be substituted for hourly integrated demand data. Measurements taken and all metering equipment shall be in accordance with the Transmission Provider's standards and practices for similarly determining the Transmission Provider's load. The actual hourly Network Loads, by delivery point, internal generation site and point where power may flow to and from the Network Customer, with separate readings for each direction of flow, shall be provided.

3.0 Affected Zone(s) and Intervening Systems Providing Transmission Service

The affected Zone(s) is/are Southwestern Power Administration. Load is dynamically telemetered to and included in the Associated Electric Cooperative Balancing Authority Area but physically located on the Southwestern Power Administration Transmission

System. The intervening systems providing transmission service are Associated Electric Cooperative, Inc.

4.0 Electrical Location of Initial Sources

See Appendix 1.

5.0 Electrical Location of the Ultimate Loads

The loads of Network Customer identified in Section 2.0 hereof as the Network Load are physically located within the Southwestern Power Administration Zone(s). The load is dynamically telemetered to and included in the Associated Electric Cooperative Balancing Authority Area.

6.0 Delivery Points

The delivery points are the interconnection points of Network Customer identified in Section 2.0 as the Network Load.

7.0 Receipt Points

The Points of Receipt are listed in Appendix 2.

8.0 Compensation

Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

8.1 Transmission Charge

Monthly Demand Charge per Section 34 and Part V of the Tariff.

8.2 System Impact and/or Facility Study Charge

Studies may be required in the future to assess the need for system reinforcements in light of the ten-year forecast data provided. Future charges, if required, shall be in accordance with Section 32 of the Tariff.

8.3 Direct Assignment Facilities Charge:

Not Applicable

8.4 Ancillary Service Charges

8.4.1 The following Ancillary Services are required under this Service Agreement.

- a) Scheduling, System Control and Dispatch Service per Schedule 1 of the Tariff.
- b) Tariff Administration Service per Schedule 1-A1 of the Tariff.

- c) Reactive Supply and Voltage Control from Generation Sources Service per Schedule 2 of the Tariff.
- d) Regulation and Frequency Response Service per Schedule 3 of the Tariff.
- e) Energy Imbalance Service per Schedule 4 of the Tariff.
- f) Operating Reserve - Spinning Reserve Service per Schedule 5 of the Tariff.
- g) Operating Reserve - Supplemental Reserve Service per Schedule 6 of the Tariff.

The Ancillary Services may be self-supplied by the Network Customer or provided by a third party in accordance with Sections 8.4.2 through 8.4.4, with the exception of the Ancillary Services for Schedules 1, 1-A, and 2, which must be purchased from the Transmission Provider.

8.4.2 In accordance with the Tariff, when the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer shall indicate the source for its Ancillary Services to be in effect for the upcoming calendar year in its annual forecasts. If the Network Customer fails to include this information with its annual forecasts, Ancillary Services will be purchased from the Transmission Provider in accordance with the Tariff.

8.4.3 When the Network Customer elects to self-supply or have third party provide Ancillary Services and is unable to provide its Ancillary Services, the Network Customer will pay the Transmission Provider for such services and associated penalties in accordance with the Tariff as a result of the failure of the Network Customer's alternate sources for required Ancillary Services.

8.4.4 All costs for the Network Customer to supply its own Ancillary Services shall be the responsibility of the Network Customer.

8.5 Real Power Losses - Transmission

The Network Customer shall replace losses in accordance with Attachment M of the Tariff. The Network Customer will self-provide losses by adjusting the interchange meter to include transmission and transformer losses.

8.6 Real Power Losses - Distribution:

Not Applicable

8.7 Power Factor Correction Charge:

Not Applicable

8.8 Redispatch Charge

Redispatch charges shall be in accordance with Section 33.3 of the Tariff.

8.9 Wholesale Distribution Service Charge:

Not Applicable

8.10 Network Upgrade Charges:

Not Applicable

8.11 Meter Data Processing Charge:

Not Applicable

8.12 Other Charges:

The Compensation paid by the Network Customer due to Southwestern Power Administration may be subject to a charge for condition of service and/or transformation for deliveries in accordance with Southwestern Power Administration's applicable rate schedules and the terms and conditions of a contract between Southwestern Power Administration and the Network Customer with such charges to be billed by Southwestern Power Administration.

8.13 Candidate Incremental LTCRs

- * Source _____
- * Sink _____
- * Candidate Incremental LTCR MW _____
- * Term (years from in-service date of Network Upgrade) _____

9.0 Credit for Network Customer-Owned Transmission Facilities:

Not Applicable

10.0 Designation of Parties Subject to Reciprocal Service Obligation:

Not Applicable

11.0 Other Terms and Conditions: Not Applicable

APPENDIX 1

**Network Resources
of
Associated Electric Cooperative, Inc.**

**APPENDIX 1 ASSOCIATED ELECTRIC COOPERATIVE, INC.
NETWORK RESOURCES**

Network Resource Name	Service Start Date	Service End Date	Firm Transmission Rights	Comments
AECI_FLEET	6/1/2015	6/1/2035	4 MW	
AECI_FLEET_2	6/1/2015	6/1/2035	16 MW	

Appendix 2

**Receipt Points
of
Associated Electric Cooperative, Inc.**

APPENDIX 2 ASSOCIATED ELECTRIC COOPERATIVE, INC. RECEIPT POINTS

Tieline / Plant Name	Ownership	Voltage (kV)
AECI generation resource busses at interconnection points on the Transmission Provider's Transmission System	Various	Various

Appendix 3

Delivery Points of Associated Electric Cooperative, Inc.

APPENDIX 3 ASSOCIATED ELECTRIC COOPERATIVE, INC. DELIVERY POINTS

Delivery Point Name	Ownership	Voltage (kV)
Akins	SPA	161 kV
Liberty (effective 6/1/2020)	SPA	161kV

**NETWORK OPERATING AGREEMENT
AMONG
SOUTHWEST POWER POOL, INC.,
ASSOCIATED ELECTRIC COOPERATIVE, INC.
AND
SOUTHWESTERN POWER ADMINISTRATION**

This Network Operating Agreement (“Operating Agreement”) is entered into this 1st day of July, 2024, by and between Associated Electric Cooperative, Inc. (“Network Customer”), Southwest Power Pool, Inc. (“Transmission Provider”) and the Southwestern Power Administration (“Host Transmission Owner”). The Network Customer, Transmission Provider and Host Transmission Owner shall be referred to individually as a “Party” and collectively as “Parties.”

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider’s Open Access Transmission Tariff (“Tariff”) filed with the Federal Energy Regulatory Commission (“Commission”);

WHEREAS, Transmission Provider and Host Transmission Owner have entered into an agreement, Attachment AD to the Tariff, which authorizes Transmission Provider to utilize Host Transmission Owner’s transmission facilities, and perform certain administrative duties.

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as an agent for these Transmission Owners in providing service under the Tariff;

WHEREAS, the Host Transmission Owner(s) owns the transmission facilities to which the Network Customer’s Network Load is physically connected;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff;

WHEREAS, the Network Customer and Transmission Provider have entered into a Network Integration Transmission Service Agreement (“Service Agreement”) under the Tariff; and

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

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

1.0 Network Service

This Operating Agreement sets out the terms and conditions under which the Transmission Provider, Host Transmission Owner, and Network Customer will cooperate and the Host Transmission Owner and Network Customer will operate, or cause to be operated, their respective systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective systems in a manner that will allow the Host Transmission Owner and the Network Customer to operate, or cause to be operated, their systems and the Transmission Provider to perform its obligations consistent with Good Utility Practice. The Transmission Provider may, on a non-discriminatory basis, waive the requirements of Section 4.1 and Section 8.3 to the extent that such information is unknown at the time of application or where such requirement is not applicable.

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 Operating Agreement, including planning, operating, scheduling, redispatching, curtailments, control requirements, technical and operating provisions, integration of equipment, hardware and software, and other operating considerations.
- 2.2 The Designated Representatives shall represent the Transmission Provider, Host Transmission Owner, and Network Customer in all matters arising under this Operating 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 Section 12.0 of the Tariff and Article 1 Section 19 of Attachment AD, or otherwise, as mutually agreed by the Parties.

3.0 System Operating Principles

- 3.1 The Network Customer must design, construct, and operate, or cause to be designed, constructed, and operated, 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 the Host Transmission Owner and Transmission Provider.
- 3.2 The Host Transmission Owner and Transmission Provider reserve the right to inspect the facilities and operating records of the Network Customer upon mutually agreeable terms and conditions.
- 3.3 Electric service, in the form of three phase, approximately sixty hertz alternating current, shall be delivered at designated delivery points and nominal voltage(s) listed in the Service Agreement. When multiple delivery points are provided to a specific Network Load identified in Appendix 3 of the Service Agreement, they shall not be operated in parallel by the Network Customer without the approval of the Host Transmission Owner and Transmission Provider. The Designated Representatives shall establish the procedure for obtaining such approval. The Designated Representatives shall also establish and monitor standards and operating rules and procedures to assure that transmission system integrity and the safety of customers, the public and employees are maintained or enhanced when such parallel operations is permitted either on a continuing basis or for intermittent switching or other service needs. 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 Host Transmission Owner and Network Customer shall operate, or cause to be operated, their systems and delivery points in continuous synchronism and in accord with applicable NERC Standards.
- 3.5 If the function of any Party's facilities is impaired or the capacity of any delivery point is reduced, or synchronous operation at any delivery 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.

- 3.6 The Transmission Provider and Host Transmission Owner, if applicable, reserve the sole right to take any action necessary during an actual or imminent emergency to preserve the reliability and integrity of the 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.
- 3.7 In an emergency, the reasonable judgment of the Transmission Provider and Host Transmission Owner, if applicable, in accordance with Good Utility Practice, shall be the sole determinant of whether the operation of the Network Customer loads or equipment adversely affects the quality of service or interferes with the safe and reliable operation of the transmission system. The Transmission Provider or Host Transmission Owner, if applicable, may discontinue transmission service to such Network Customer until the power quality or interfering condition has been corrected. Such curtailment of load, redispatching, or load shedding shall be done on a non-discriminatory basis by Load Ratio Share, to the extent practicable. The Transmission Provider or Host Transmission Owner, if applicable, will provide reasonable notice and an opportunity to alleviate the condition by the Network Customer to the extent practicable.

4.0 System Planning & Protection

- 4.1 No later than October 1 of each year, the Network Customer shall provide the Transmission Provider and Host Transmission Owner the following information:
 - a) A ten (10) year projection of summer and winter peak demands with the corresponding power factors and annual energy requirements on an aggregate basis for each delivery point. If there is more than one delivery point, the Network Customer shall provide the summer and winter peak demands and energy requirements at each delivery point for the normal

operating configuration;

- b) A ten (10) year projection by summer and winter peak of planned generating capabilities and committed transactions with third parties which resources are expected to be used by the Network Customer to supply the peak demand and energy requirements provided in (a);
- c) A ten (10) year projection by summer and winter peak of the estimated maximum demand in kilowatts that the Network Customer plans to acquire from the generation resources owned by the Network Customer, and generation resources purchased from others; and
- d) A projection for each of the next ten (10) years of transmission facility additions to be owned and/or constructed by the Network Customer which facilities are expected to affect the planning and operation of the transmission system within the Host Transmission Owner's Zone.

This information is to be delivered to the Transmission Provider's and Host Transmission Owner's Designated Representatives pursuant to Section 2.0.

4.2 Information exchanged by the Parties under this article will be used for system planning and protection only, and will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency.

4.3 The Host Transmission Owner, and Transmission Provider, if applicable, will incorporate this information in its system load flow analyses performed during the first half of each year. Following completion of these analyses, the Transmission Provider or Host Transmission Owner will provide the following to the Network Customer:

- a) A statement regarding the ability of the Host Transmission Owner's transmission system to meet the forecasted deliveries at each of the delivery points;
- b) A detailed description of any constraints on the Host Transmission Owner's system within the five (5) year horizon that will restrict forecasted deliveries; and

c) In the event that studies reveal a potential limitation of the Transmission Provider's ability to deliver power and energy to any of the delivery points, a Designated Representative of the Transmission Provider will coordinate with the Designated Representatives of the Host Transmission Owner and the Network Customer to identify appropriate remedies for such constraints including but not limited to: construction of new transmission facilities, upgrade or other improvements to existing transmission facilities or temporary modification to operating procedures designed to relieve identified constraints. Any constraints within the Transmission System will be remedied pursuant to the procedures of Attachment O of the Tariff.

For all other constraints the Host Transmission Owner, upon agreement with the Network Customer and consistent with Good Utility Practice, will endeavor to construct and place into service sufficient capacity to maintain reliable service to the Network Customer.

An appropriate sharing of the costs to relieve such constraints will be determined by the Parties, consistent with the Tariff and with the Commission's rules, regulations, policies, and precedents then in effect. If the Parties are unable to agree upon an appropriate remedy or sharing of the costs, the Transmission Provider shall submit its proposal for the remedy or sharing of such costs to the Commission for approval consistent with the Tariff.

4.4 The Host Transmission Owner and the Network Customer shall coordinate with the Transmission Provider: (1) all scheduled outages of generating resources and transmission facilities consistent with the reliability of service to the customers of each Party, and (2) additions or changes in facilities which could affect another Party's system. Where coordination cannot be achieved, the Designated Representatives shall intervene for resolution.

4.5 The Network Customer shall coordinate with the Host Transmission Owner regarding the technical and engineering arrangements for the delivery 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 Host Transmission Owner's transmission system.

- 4.6 The Network Customer shall provide for automatic and underfrequency load shedding of the Network Customer Network Load in accordance Article 6.1 of the amended and revised Joint Operating Agreement between SPP and the Network Customer.

5.0 Maintenance of Facilities

- 5.1 The Network Customer shall maintain its facilities necessary to reliably receive capacity and energy from the Host Transmission Owner's transmission system consistent with Good Utility Practice. The Transmission Provider or Host Transmission Owner, as appropriate, may curtail service under this Operating Agreement to limit or prevent damage to generating or transmission facilities caused by the Network Customer's failure to maintain its facilities in accordance with Good Utility Practice, and the Transmission Provider or Host Transmission Owner may seek as a result any appropriate relief from the Commission.
- 5.2 The Designated Representatives shall establish procedures to coordinate the maintenance schedules, and return to service, of the generating resources and transmission and substation facilities, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service.
- 5.3 The Network Customer shall obtain: (1) concurrence from the Transmission Provider before beginning any scheduled maintenance of facilities which could impact the operation of the Transmission System over which transmission service is administered by Transmission Provider; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on a transmission line or substation. The Transmission Provider shall coordinate clearances with the Host Transmission Owner. The Network Customer shall notify the Transmission Provider and the Host Transmission Owner as soon

as practical at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end.

- 5.4 Specific terms and conditions for upgrades, ownership, maintenance, and replacement of facilities shall be as specified in a separate agreement between Southwestern and the Network Customer.

6.0 Scheduling Procedures

- 6.1 The Network Customer is responsible for providing its Resource and load information to the Transmission Provider in accordance with Attachment AE.
- 6.2 For Interchange Transactions the Network Customer shall submit, or arrange to have submitted, the schedule of Energy to or from the Transmission Provider and a transaction identification E-Tag for each such schedule where required by NERC Standard INT-001.

7.0 Ancillary Services

- 7.1 The Network Customer must make arrangements in appropriate amounts for all of the required Ancillary Services described in the Tariff. The Network Customer must obtain these services from the Transmission Provider or, where applicable, self-supply or obtain these services from a third party.
- 7.2 Where the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer must demonstrate to the Transmission Provider that it has either acquired the Ancillary Services from another source or is capable of self-supplying the services.
- 7.3 The Network Customer must designate the supplier of Ancillary Services.

8.0 Metering

- 8.1 The Network Customer shall provide for the installation of meters, associated metering equipment and telemetering equipment as set forth in a separate agreement between Southwestern and the Network Customer. The Network Customer shall permit (or provide for, if the Network Customer is not the meter owner) the Transmission Provider's and Host Transmission Owner's representative to have access to the equipment at all reasonable hours and for any reasonable purpose, and shall not permit unauthorized persons to have access to

the space housing the equipment. Network Customer shall provide to (or provide for, if the Network Customer is not the meter owner) the Host Transmission Owner access to load data and other data available from any delivery point meter. If the Network Customer does not own the meter, the Host Transmission Owner shall make available, upon request, all load data and other data obtained by the Host Transmission Owner from the relevant delivery point meter, if available utilizing existing equipment. The Network Customer will cooperate on the installation of advanced technology metering in place of the standard metering equipment at a delivery point at the expense of the requestor; provided, however, that meter owner shall not be obligated to install, operate or maintain any meter or related equipment that is not approved for use by the meter owner and/or Host Transmission Owner, and provided that such equipment addition can be accomplished in a manner that does not interfere with the operation of the meter owner's equipment or any Party's fulfillment of any statutory or contractual obligation.

- 8.2 The Network Customer shall provide for the testing of the metering equipment at suitable intervals and its accuracy of registration shall be maintained in accordance with standards acceptable to the Transmission Provider and consistent with Good Utility Practice. At the request of the Transmission Provider or Host Transmission Owner, a special test shall be made, but if less than two percent inaccuracy is found, the requesting Party shall pay for the test. Representatives of the Parties may be present at all routine or special tests and whenever any readings for purposes of settlement are taken from meters not having an automated record. If any test of metering equipment discloses an inaccuracy exceeding two percent, the accounts of the Parties shall be adjusted. Such adjustment shall apply to the period over which the meter error is shown to have been in effect or, where such period is indeterminable, for one-half the period since the prior meter test. Should any metering equipment fail to register, the amounts of energy delivered shall be estimated from the best available data.
- 8.3 If the Network Customer is supplying energy to retail load that has a choice in its supplier, the Network Customer shall be responsible for providing all information

required by the Transmission Provider for billing purposes. Metering information shall be available to the Transmission Provider either by individual retail customer or aggregated retail energy information for that load the Network Customer has under contract during the billing month. For the retail load that has interval demand metering, the actual energy used by interval must be supplied. For the retail load using standard kWh metering, the total energy consumed by meter cycle, along with the estimated demand profile must be supplied. All rights and limitations between Parties granted in Sections 8.1, and 8.2 are applicable in regards to retail metering used as the basis for billing the Network Customer.

9.0 Connected Generation Resources

9.1 The Network Customer's connected generation resources that have automatic generation control and automatic voltage regulation shall be operated and maintained consistent with regional operating standards, and the Network Customer or the operator shall operate, or cause to be operated, such resources to avoid adverse disturbances or interference with the safe and reliable operation of the transmission system as instructed by the Transmission Provider.

9.2 For all Network Resources of the Network Customer, the following generation telemetry readings shall be submitted to the Transmission Provider and Host Transmission Owner:

- 1) Analog MW;
- 2) Integrated MWHRS/HR;
- 3) Analog MVARs; and
- 4) Integrated MVARHRS/HR.

10.0 Redispatching, Curtailment and Load Shedding

10.1 In accordance with Section 33 of the Tariff, the Transmission Provider may require redispatching of Resources to relieve existing or potential transmission system constraints. The Transmission Provider shall redispatch Resources in accordance with the Energy and Operating Reserve Markets operations specified in Attachment AE. The Network Customer shall respond immediately to requests for redispatch from the Transmission Provider. The Transmission Provider will bill or credit the Network Customer as appropriate using the settlement

procedures specified in Attachment AE.

- 10.2 The Parties shall implement load-shedding procedures to maintain the reliability and integrity for the Transmission System as provided in Section 33.1 of the Tariff and in accordance with applicable NERC and SPP requirements and Good Utility Practice. Load shedding may include (1) automatic load shedding, (2) manual load shedding, and (3) rotating interruption of customer load. When manual load shedding or rotating interruptions are necessary, the Host Transmission Owner shall notify the Network Customer's dispatcher or schedulers of the required action and the Network Customer shall comply immediately.
- 10.3 The Network Customer will coordinate with the Host Transmission Owner to ensure sufficient load shedding equipment is in place on their respective systems to meet SPP requirements. The Network Customer and the Host Transmission Owner shall develop a plan for load shedding which may include manual load shedding by the Network Customer.

11.0 Communications

- 11.1 The Network Customer shall, at its own expense, install and maintain communication link(s) for scheduling. The communication link(s) shall be used for data transfer and for voice communication. Communications requirements and specific details regarding communications and data exchange shall be as set forth in a separate agreement between Southwestern and the Network Customer.
- 11.2 A Network Customer self-supplying Ancillary Services or securing Ancillary Services from a third-party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such Ancillary Services and the Host Transmission Owner's Zone.

12.0 Cost Responsibility

- 12.1 The Network Customer shall be responsible for all costs incurred by the Network Customer, Host Transmission Owner, and Transmission Provider to implement the provisions of this Operating Agreement including, but not limited to, engineering, administrative and general expenses, material and labor expenses associated with the specification, design, review, approval, purchase, installation,

maintenance, modification, repair, operation, replacement, checkouts, testing, upgrading, calibration, removal, and relocation of equipment or software, so long as the direct assignment of such costs is consistent with Commission policy.

- 12.2 The Network Customer shall be responsible for all costs incurred by Network Customer, Host Transmission Owner, and Transmission Provider for on-going operation and maintenance of the facilities required to implement the provisions of this Operating Agreement so long as the direct assignment of such costs is consistent with Commission policy. Such work shall include, but is not limited to, normal and extraordinary engineering, administrative and general expenses, material and labor expenses associated with the specifications, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, calibration, removal, or relocation of equipment required to accommodate service provided under this Operating Agreement.

13.0 Billing and Payments

Billing and Payments shall be in accordance with Attachment AE and Section 7 of the Tariff.

14.0 Dispute Resolution

Any dispute among the Parties regarding this Operating Agreement shall be resolved pursuant to Section 12 of the Tariff and Article 1 Section 19 of Attachment AD, or otherwise, as mutually agreed by the Parties.

15.0 Assignment

No voluntary assignment of this Agreement or of the rights of the Network Customer under this Agreement shall be made without the prior written approval of the Administrator of Southwestern, which consent shall not be unreasonably withheld, conditioned, or delayed. Any voluntary assignment of this Agreement or of the rights of the Network Customer under this Agreement made without the prior written approval of the Administrator of Southwestern may result in the termination of this Agreement; provided further, that if the Network Customer operates a project financed in whole or in part by the Rural Utilities Service, the Network Customer may transfer or assign its interest in this Agreement to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; provided further, that any successor to or assignee of the rights of the Network Customer, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Network Customer under this Agreement; and, provided further, that the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision. Notwithstanding the foregoing, the Network Customer may assign this Agreement, upon notice to Southwestern but without the prior consent of Southwestern, to an affiliate of the Network Customer or to a purchaser of a substantial portion of the Network Customer's facilities.

16.0 Choice of Law

The interpretation, enforcement, and performance of this Operating Agreement shall be governed by the laws of the State of Arkansas for all Parties except Southwestern;

Provided, However, That laws and precedent of such jurisdiction concerning choice of law shall not be applied, except to the extent governed by the laws of the United States of America. Federal law shall control all of Southwestern's obligations and procedures established by this Operating Agreement and the performance and enforcement thereof. The forum for any litigation arising from this Operating Agreement in which Southwestern is a party to said litigation, shall exclusively be a Federal court of the United States of America.

17.0 Entire Agreement

The Tariff and Service Agreement, as they are amended from time to time, are incorporated herein and made a part hereof. To the extent that a conflict exists between the terms of this Operating Agreement and the terms of the Tariff, the Tariff shall control.

18.0 Unilateral Changes and Modifications

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the right of the Transmission Provider or a Transmission Owner 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.

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the ability of any Network Customer receiving Network Integration Transmission Service under the Tariff to exercise any right under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder; provided, however, that it is expressly recognized that this Operating Agreement is necessary for the implementation of the Tariff and Service Agreement. Therefore, no Party shall propose a change to this Operating Agreement that is inconsistent with the rates, terms and conditions of the Tariff and/or Service Agreement.

19.0 Term

This Operating Agreement shall become effective on the date assigned by the Commission ("Effective Date"), and shall continue in effect until the Tariff or the Network Customer's Service Agreement is terminated, whichever shall occur first.

20.0 Notice

20.1 Any notice that may be given to or made upon any Party by any other Party under any of the provisions of this Operating 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:

Transmission Provider
Southwest Power Pool, Inc.
Tessie Kentner
Managing Attorney
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: (501) 688-1782
Email: tkentner@spp.org

Host Transmission Owner:
Southwestern Power Administration
Fritha Ohlson
Senior Vice President/COO, Office of Corporate Operations
1 W. 3rd St., Suite 1500
Tulsa, OK 74103
Phone: (918) 595-6684
Email: fritha.ohlson@swpa.gov

Network Customer
Associated Electric Cooperative, Inc.
Roger Clark
2814 S. Golden
Springfield, MO 65807
Email Address: rclark@aeci.org
Phone Number: (417) 371-5269

Any Party may change its notice address by written notice to the other Parties in accordance with this Article 20.

20.2 Any notice, request, or demand pertaining to operating matters may be delivered in writing, in person or by first class mail, e-mail, messenger, 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.

21.0 Execution in Counterparts

This Operating 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 Operating Agreement to be executed by their respective authorized officials, and copies delivered to each Party, to become effective as of the Effective Date.

TRANSMISSION PROVIDER

/s/ Lanny Nickell
Signature

Lanny Nickell
Printed Name

EVP & COO
Title

7/2/2024
Date

SOUTHWESTERN (HOST TRANSMISSION OWNER)

/s/ Fritha Ohlson
Signature

Fritha Ohlson
Printed Name

Senior Vice President/COO
Title

June 26, 2024
Date

NETWORK CUSTOMER

/s/ Roger Clark
Signature

Roger Clark
Printed Name

SVP & Chief Commercial Officer
Title

6/20/2024
Date

Southwest Power Pool, Inc.
Third Revised Service Agreement No. 3055

**SERVICE AGREEMENT
FOR
NETWORK INTEGRATION TRANSMISSION SERVICE
BETWEEN
SOUTHWEST POWER POOL, INC.
AND
ASSOCIATED ELECTRIC COOPERATIVE, INC.**

This Network Integration Transmission Service Agreement ("Service Agreement") is entered into this 1st day of ~~August, 2019~~July, 2024, by and between Associated Electric Cooperative, Inc. ("Network Customer"), and Southwest Power Pool, Inc. ("Transmission Provider"). The Network Customer and Transmission Provider shall be referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider's Open Access Transmission Tariff ("Tariff") filed with the Federal Energy Regulatory Commission ("Commission") as it may from time to time be amended;

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as agent for the Transmission Owners in providing service under the Tariff;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff; and

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

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

- 1.0 The Transmission Provider agrees during the term of this Service Agreement, as it may be amended from time to time, to provide Network Integration Transmission Service in accordance with the Tariff to enable delivery of power and energy from the Network Customer's Network Resources that the Network Customer has committed to meet its load.
- 2.0 The Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Parts I, III and V of the Tariff and this Service Agreement with attached specifications.
- 3.0 The terms and conditions of such Network Integration Transmission Service shall be governed by the Tariff, as in effect at the time this Service Agreement is executed by the Network Customer, or as the Tariff is thereafter amended or by its successor tariff, if any. The Tariff, as it currently exists, or as it is hereafter amended, is incorporated in this Service Agreement by reference. In the case of any conflict between this Service Agreement and the Tariff, the Tariff shall control. The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff. The completed specifications are based on the information provided in the Completed Application and are incorporated herein and made a part hereof as Attachment 1.
- 4.0 Service under this Service Agreement shall commence on such date as it is permitted to become effective by the Commission. This Service Agreement shall be effective through ~~June 1, 2025.~~ May 31, 2035. Upon termination, the Network Customer remains responsible for any outstanding charges including all costs incurred and apportioned or assigned to the Network Customer under this Service Agreement.
- 5.0 The Transmission Provider and Network Customer have executed a Network Operating Agreement as required by the Tariff.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below. Such representative and address for notices or requests may be changed from time to time by notice by one Party or the other.

Southwest Power Pool, Inc. (Transmission Provider):

Tessie Kentner

Attorney

201 Worthen Drive

Little Rock, AR 72223-4936

Email Address: tkentner@spp.org

Phone Number: (501) 688-1762

Network Customer:

Associated Electric Cooperative, Inc.

~~David Tudor~~Roger Clark

2814 S. Golden

Springfield, MO 65807

Email Address: ~~dtudor~~rclark@aeci.org

Phone Number: (417) ~~885-9218371~~-5269

7.0 This Service Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may, without the need for consent from the other, transfer or assign this Service Agreement to any person succeeding to all or substantially all of the assets of such Party. However, the assignee shall be bound by the terms and conditions of this Service Agreement.

8.0 Nothing contained herein shall be construed as affecting in any way the Transmission Provider's or a Transmission Owner's right to unilaterally make application to the Federal Energy Regulatory Commission, or other regulatory agency having jurisdiction,

for any change in the Tariff or this Service Agreement under Section 205 of the Federal Power Act, or other applicable statute, and any rules and regulations promulgated thereunder; or the Network Customer's rights under the Federal Power Act and rules and regulations promulgated thereunder.

9.0 By signing below, the Network Customer verifies that all information submitted to the Transmission Provider to provide service under the Tariff is complete, valid and accurate, and the Transmission Provider may rely upon such information to fulfill its responsibilities under the Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

TRANSMISSION PROVIDER

NETWORK CUSTOMER

/s/ Lanny Nickell
Signature

/s/ Roger Clark
Signature

Lanny Nickell
Printed Name

/s/ Roger Clark
Printed Name

EVP & COO
Title

SVP & Chief Commercial Officer
Title

7/2/2024
Date

6/20/2024
Date

**ATTACHMENT 1 TO THE NETWORK INTEGRATION TRANSMISSION SERVICE
AGREEMENT**

**BETWEEN SOUTHWEST POWER POOL AND ASSOCIATED ELECTRIC
COOPERATIVE, INC.
SPECIFICATIONS FOR NETWORK INTEGRATION TRANSMISSION SERVICE**

1.0 Network Resources

The Network Resources are listed in Appendix 1.

2.0 Network Loads

The Network Load consists of the bundled native load or its equivalent for Network Customer load physically located on the Southwestern Power Administration Transmission System. Load is dynamically telemetered to and included in the Associated Electric Cooperative Balancing Authority Area.

The Network Customer's Network Load shall be measured on an hourly integrated basis, by suitable metering equipment located at each connection and delivery point, and each generating facility. The meter owner shall cause to be provided to the Transmission Provider, Network Customer and applicable Transmission Owner, on a monthly basis such data as required by Transmission Provider for billing. The Network Customer's load shall be adjusted, for settlement purposes, to include applicable Transmission Owner transmission and distribution losses, as applicable, as specified in Sections 8.5 and 8.6, respectively. For a Network Customer providing retail electric service pursuant to a state retail access program, profiled demand data, based upon revenue quality non-IDR meters may be substituted for hourly integrated demand data. Measurements taken and all metering equipment shall be in accordance with the Transmission Provider's standards and practices for similarly determining the Transmission Provider's load. The actual hourly Network Loads, by delivery point, internal generation site and point where power may flow to and from the Network Customer, with separate readings for each direction of flow, shall be provided.

3.0 Affected Zone(s) and Intervening Systems Providing Transmission Service

The affected Zone(s) is/are Southwestern Power Administration. Load is dynamically telemetered to and included in the Associated Electric Cooperative Balancing Authority Area but physically located on the Southwestern Power Administration Transmission

System. The intervening systems providing transmission service are Associated Electric Cooperative, Inc.

4.0 Electrical Location of Initial Sources

See Appendix 1.

5.0 Electrical Location of the Ultimate Loads

The loads of Network Customer identified in Section 2.0 hereof as the Network Load are physically located within the Southwestern Power Administration Zone(s). The load is dynamically telemetered to and included in the Associated Electric Cooperative Balancing Authority Area.

6.0 Delivery Points

The delivery points are the interconnection points of Network Customer identified in Section 2.0 as the Network Load.

7.0 Receipt Points

The Points of Receipt are listed in Appendix 2.

8.0 Compensation

Service under this Service Agreement may be subject to some combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

8.1 Transmission Charge

Monthly Demand Charge per Section 34 and Part V of the Tariff.

8.2 System Impact and/or Facility Study Charge

Studies may be required in the future to assess the need for system reinforcements in light of the ten-year forecast data provided. Future charges, if required, shall be in accordance with Section 32 of the Tariff.

8.3 Direct Assignment Facilities Charge:

Not Applicable

8.4 Ancillary Service Charges

8.4.1 The following Ancillary Services are required under this Service Agreement.

- a) Scheduling, System Control and Dispatch Service per Schedule 1 of the Tariff.
- b) Tariff Administration Service per Schedule 1-~~AA1~~ of the Tariff.

- c) Reactive Supply and Voltage Control from Generation Sources Service per Schedule 2 of the Tariff.
- d) Regulation and Frequency Response Service per Schedule 3 of the Tariff.
- e) Energy Imbalance Service per Schedule 4 of the Tariff.
- f) Operating Reserve - Spinning Reserve Service per Schedule 5 of the Tariff.
- g) Operating Reserve - Supplemental Reserve Service per Schedule 6 of the Tariff.

The Ancillary Services may be self-supplied by the Network Customer or provided by a third party in accordance with Sections 8.4.2 through 8.4.4, with the exception of the Ancillary Services for Schedules 1, 1-A, and 2, which must be purchased from the Transmission Provider.

8.4.2 In accordance with the Tariff, when the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer shall indicate the source for its Ancillary Services to be in effect for the upcoming calendar year in its annual forecasts. If the Network Customer fails to include this information with its annual forecasts, Ancillary Services will be purchased from the Transmission Provider in accordance with the Tariff.

8.4.3 When the Network Customer elects to self-supply or have third party provide Ancillary Services and is unable to provide its Ancillary Services, the Network Customer will pay the Transmission Provider for such services and associated penalties in accordance with the Tariff as a result of the failure of the Network Customer's alternate sources for required Ancillary Services.

8.4.4 All costs for the Network Customer to supply its own Ancillary Services shall be the responsibility of the Network Customer.

8.5 Real Power Losses - Transmission

The Network Customer shall replace losses in accordance with Attachment M of the Tariff. The Network Customer will self-provide losses by adjusting the interchange meter to include transmission and transformer losses.

8.6 Real Power Losses - Distribution:

Not Applicable

8.7 Power Factor Correction Charge:

Not Applicable

8.8 Redispatch Charge

Redispatch charges shall be in accordance with Section 33.3 of the Tariff.

8.9 Wholesale Distribution Service Charge:

Not Applicable

8.10 Network Upgrade Charges:

Not Applicable

8.11 Meter Data Processing Charge:

Not Applicable

8.12 Other Charges:

The Compensation paid by the Network Customer due to Southwestern Power Administration may be subject to a charge for condition of service and/or transformation for deliveries in accordance with ~~Southwestern's~~ Southwestern Power Administration's applicable rate schedules and the terms and conditions of a contract between Southwestern Power Administration and the Network Customer with such charges to be billed by Southwestern Power Administration.

8.13 Candidate Incremental LTCRs

* Source

* Sink

* Candidate Incremental LTCR MW

* Term (years from in-service date of Network Upgrade)

9.0 Credit for Network Customer-Owned Transmission Facilities:

Not Applicable

10.0 Designation of Parties Subject to Reciprocal Service Obligation:

Not Applicable

11.0 Other Terms and Conditions: Not Applicable

APPENDIX 1

**Network Resources
of
Associated Electric Cooperative, Inc.**

**APPENDIX 1 ASSOCIATED ELECTRIC COOPERATIVE, INC.
NETWORK RESOURCES**

<u>Network Resource</u>	<u>Maximum Net Dependable Capacity</u>		<u>Location</u>	<u>Comments</u>
	<u>Summer</u>	<u>Winter</u>		
<u>AECI System</u>	<u>4</u>	<u>4</u>	<u>Various</u>	<u>Term of Service:</u> <u>6/1/2015 to</u> <u>6/1/2025</u> <u>4 MW Firm</u> <u>Transmission</u> <u>Service</u> <u>AECI_FLEET</u>
<u>AECI System</u>	<u>16</u>	<u>16</u>	<u>Various</u>	<u>Term of Service:</u> <u>6/1/2020 to</u> <u>6/1/2025</u> <u>16 MW Firm</u> <u>Transmission</u> <u>Service</u> <u>AECI_FLEET_2</u>

<u>Network Resource Name</u>	<u>Service Start Date</u>	<u>Service End Date</u>	<u>Firm Transmission Rights</u>	<u>Comments</u>
<u>AECI FLEET</u>	<u>6/1/2015</u>	<u>6/1/2035</u>	<u>4 MW</u>	
<u>AECI FLEET_2</u>	<u>6/1/2015</u>	<u>6/1/2035</u>	<u>16 MW</u>	

Appendix 2

**Receipt Points
of
Associated Electric Cooperative, Inc.**

APPENDIX 2 ASSOCIATED ELECTRIC COOPERATIVE, INC. RECEIPT POINTS

Tieline / Plant Name	Ownership	Voltage (kV)
AECI generation resource busses at interconnection points on the Transmission Provider's Transmission System	Various	Various

Appendix 3

Delivery Points of Associated Electric Cooperative, Inc.

APPENDIX 3 ASSOCIATED ELECTRIC COOPERATIVE, INC. DELIVERY POINTS

Delivery Point Name	Ownership	Voltage (kV)
Akins	SPA	161 kV
Liberty (effective 6/1/2020)	SPA	161kV

**NETWORK OPERATING AGREEMENT
AMONG
SOUTHWEST POWER POOL, INC.,
ASSOCIATED ELECTRIC COOPERATIVE, INC.
AND
SOUTHWESTERN POWER ADMINISTRATION**

This Network Operating Agreement (“Operating Agreement”) is entered into this 1st day of ~~August, 2019~~July, 2024, by and between Associated Electric Cooperative, Inc. (“Network Customer”), Southwest Power Pool, Inc. (“~~SPP~~” or “Transmission Provider”) and the Southwestern Power Administration (“~~Southwestern~~”, ~~as owner of transmission facilities subject to this Operating Agreement.~~ Host Transmission Owner”). The Network Customer, Transmission Provider and ~~Southwestern~~Host Transmission Owner shall be referred to individually as a “Party” and collectively as “Parties.”

~~WHEREAS, SPP and Southwestern have entered into an agreement which authorizes SPP to (1) utilize Southwestern’s transmission facilities under SPP’s Open Access Transmission Tariff (“Tariff”), as filed with the Federal Energy Regulatory Commission (“Commission”) for services offered by SPP, and (2) perform certain administrative duties, all pursuant to Attachment AD of the SPP Tariff;~~

WHEREAS, the Transmission Provider has determined that the Network Customer has made a valid request for Network Integration Transmission Service in accordance with the Transmission Provider’s Open Access Transmission Tariff (“Tariff”) filed with the Federal Energy Regulatory Commission (“Commission”);

WHEREAS, Transmission Provider and Host Transmission Owner have entered into an agreement, Attachment AD to the Tariff, which authorizes Transmission Provider to utilize Host Transmission Owner’s transmission facilities, and perform certain administrative duties.

WHEREAS, the Transmission Provider administers Network Integration Transmission Service for Transmission Owners within the SPP Region and acts as an agent for these Transmission Owners in providing service under the Tariff;

WHEREAS, ~~Southwestern~~the Host Transmission Owner(s) owns the transmission facilities to which the Network Customer’s Network Load is physically connected;

WHEREAS, the Network Customer has represented that it is an Eligible Customer under the Tariff;

WHEREAS, the Network Customer and Transmission Provider have entered into a Network Integration Transmission Service Agreement (“Service Agreement”) under the Tariff; and

~~WHEREAS, Southwestern and Network Customer have entered into a separate agreement which may be amended from time to time by these entities, with the specific terms and conditions including but not limited to, provisions for upgrades, ownership, maintenance, and replacement of facilities that establish the point of delivery and the Balancing Authority Area boundaries of the Parties.~~

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

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

1.0 Network Service

This Operating Agreement sets out the terms and conditions under which the Transmission Provider, ~~Southwestern~~Host Transmission Owner, and Network Customer will cooperate and ~~Southwestern~~the Host Transmission Owner and Network Customer will operate, or cause to be operated, their respective systems and specifies the equipment that will be installed and operated. The Parties shall operate and maintain their respective systems in a manner that will allow ~~Southwestern~~the Host Transmission Owner and the Network Customer to operate, or cause to be operated, their systems and the Transmission Provider to perform its obligations consistent with Good Utility Practice. The Transmission Provider may, on a non-discriminatory basis, waive the requirements of Section 4.1 and Section 8.3 to the extent that such information is unknown at the time of application or where such requirement is not applicable.

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 Operating Agreement, including planning, operating, scheduling, redispatching,

curtailments, control requirements, technical and operating provisions, integration of equipment, hardware and software, and other operating considerations.

- 2.2 The Designated Representatives shall represent the Transmission Provider, ~~Southwestern~~Host Transmission Owner, and Network Customer in all matters arising under this Operating 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 Section ~~14.0~~12.0 of the Tariff and Article 1 Section 19 of Attachment AD, or otherwise, as mutually agreed by the Parties.

3.0 System Operating Principles

- 3.1 The Network Customer must design, construct, and operate, or cause to be designed, constructed, and operated, its facilities safely and efficiently in accordance with Good Utility Practice, ~~North American Electric Reliability Corporation (“NERC”);~~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 ~~Southwestern~~the Host Transmission Owner and Transmission Provider.
- 3.2 ~~Southwestern~~The Host Transmission Owner and Transmission Provider reserve the right to inspect the facilities and operating records of the Network Customer upon mutually agreeable terms and conditions.
- 3.3 Electric service, in the form of three phase, approximately sixty hertz alternating current, shall be delivered at designated delivery points and nominal voltage(s) listed in the Service Agreement. When multiple delivery points are provided to a specific Network Load identified in Appendix 3 of the Service Agreement, they shall not be operated in parallel by the Network Customer without the approval of

~~Southwestern~~ the Host Transmission Owner and Transmission Provider. The Designated Representatives shall establish the procedure for obtaining such approval. The Designated Representatives shall also establish and monitor standards and operating rules and procedures to assure that transmission system integrity and the safety of customers, the public and employees are maintained or enhanced when such parallel operations ~~are~~ is permitted either on a continuing basis or for intermittent switching or other service needs. ~~In addition, the Network Customer shall not connect the transmission system of Southwestern to the transmission system of another entity, including to the transmission system of the Network Customer, through any designated point of delivery in Appendix 3 of the Service Agreement without the written approval of Southwestern.~~ 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 Host Transmission Owner and Network Customer shall operate, or cause to be operated, ~~its~~ their systems and delivery points in continuous synchronism and in accord with applicable NERC Standards, ~~SPP Criteria, and Good Utility Practice.~~

~~3.5 Southwestern shall operate, or cause to be operated, its systems and delivery points in continuous synchronism and in accordance with applicable NERC Standards, SPP Criteria as incorporated into Attachment AD of the Transmission Provider's Tariff, and Good Utility Practice. As applicable to Southwestern only, the term "SPP Criteria" as used herein shall be the SPP Criteria attached as an exhibit in the currently effective agreement between Southwestern and SPP identified as Attachment AD to the SPP Tariff. In the event of a conflict between this Agreement and the SPP Criteria as defined in this Section 3.5, the provisions of this Agreement shall control except as provided in this Section 3.5. Any changes to the SPP Criteria that SPP proposes to be applicable to this Agreement shall be evidenced by an executed amendment to this Agreement to include such modified SPP Criteria.~~

~~3.6~~ 3.5 If the function of any Party's facilities is impaired or the capacity of any delivery point is reduced, or synchronous operation at any delivery 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, ~~or cause to be removed,~~ the cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously.

3.76 The Transmission Provider and ~~Southwestern~~Host Transmission Owner, if applicable, reserve the sole right to take any action necessary during an actual or imminent emergency to preserve the reliability and integrity of the 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.

3.87 In an emergency, the reasonable judgment of the Transmission Provider and ~~Southwestern~~Host Transmission Owner, if applicable, in accordance with Good Utility Practice, shall be the sole determinant of whether the operation of the Network Customer loads or equipment adversely affects the quality of service or interferes with the safe and reliable operation of the transmission system. The Transmission Provider or ~~Southwestern~~Host Transmission Owner, if applicable, may discontinue transmission service to such Network Customer until the power quality or interfering condition has been corrected. Such curtailment of load, redispatching, or load shedding shall be done on a non-discriminatory basis by Load Ratio Share, to the extent practicable. The Transmission Provider or ~~Southwestern~~Host Transmission Owner, if applicable, will provide reasonable notice and an opportunity to alleviate the condition by the Network Customer to the extent practicable.

~~3.9 Services provided by the Transmission Provider for the Network Customer in accordance with the Service Agreement requires the utilization of SPP facilities not owned by Southwestern and interconnected to Southwestern through a separate contract among Southwestern, SPP, and other third parties. If, for any reason, the separate contract between Southwestern, SPP, and other third parties, is terminated, rescinded, cancelled, rendered inoperative, or is amended in such a manner which precludes service by the Transmission Provider to the Network Customer, the Network Customer would continue to receive service from the Transmission Provider pursuant to current obligations outlined in the SPP Open~~

4.0 System Planning & Protection

4.1 No later than October 1 of each year, the Network Customer shall provide the Transmission Provider and [Southwestern Host Transmission Owner](#) the following information:

- a) A ten (10) year projection of summer and winter peak demands with the corresponding power factors and annual energy requirements on an aggregate basis for each delivery point. If there is more than one delivery point, the Network Customer shall provide the summer and winter peak demands and energy requirements at each delivery point for the normal operating configuration;
- b) A ten (10) year projection by summer and winter peak of planned generating capabilities and committed transactions with third parties which resources are expected to be used by the Network Customer to supply the peak demand and energy requirements provided in (a);
- c) A ten (10) year projection by summer and winter peak of the estimated maximum demand in kilowatts that the Network Customer plans to acquire from the generation resources owned by the Network Customer, and generation resources purchased from others; and
- d) A projection for each of the next ten (10) years of transmission facility additions to be owned and/or constructed, ~~or caused to be constructed,~~ by the Network Customer which facilities are expected to affect the planning and operation of the transmission system ~~of Southwestern that may or may not be within Southwestern's Balancing Authority Area~~ [within the Host Transmission Owner's Zone.](#)

This information is to be delivered to the Transmission Provider's and [Southwestern's Host Transmission Owner's](#) Designated Representatives pursuant to Section 2.0.

4.2 Information exchanged by the Parties under this article will be used for system planning and protection only, and will not be disclosed to third parties absent

mutual consent or order of a court or regulatory agency ~~or unless required by law or regulation applicable to Southwestern.~~

4.3 ~~Southwestern~~The Host Transmission Owner, and Transmission Provider, if applicable, will incorporate this information in its system load flow analyses performed during the first half of each year. Following completion of these analyses, the Transmission Provider or ~~Southwestern~~Host Transmission Owner will provide the following to the Network Customer:

- a) A statement regarding the ability of ~~Southwestern's~~the Host Transmission Owner's transmission system to meet the forecasted deliveries at each of the delivery points;
- b) A detailed description of any constraints on ~~Southwestern's~~the Host Transmission Owner's system within the five (5) year horizon that will restrict forecasted deliveries; and
- c) In the event that studies reveal a potential limitation of the Transmission Provider's ability to deliver power and energy to any of the delivery points, a Designated Representative of the Transmission Provider will coordinate with the Designated Representatives of ~~Southwestern~~the Host Transmission Owner and the Network Customer to identify appropriate remedies for such constraints including but not limited to: construction of new transmission facilities, upgrade or other improvements to existing transmission facilities or temporary modification to operating procedures designed to relieve identified constraints. Any constraints within the Transmission System will be remedied pursuant to the procedures of Attachment O of the Tariff ~~subject to Attachment AD of the Tariff and as limited by Article 22.0 of this Operating Agreement.~~

For all other constraints ~~Southwestern~~the Host Transmission Owner, upon agreement with the Network Customer and consistent with Good Utility Practice, will endeavor to construct and place into service sufficient capacity to maintain reliable service to the Network Customer ~~pursuant to Attachment AD of the Tariff and Article 22.0 of this Operating~~

Agreement.

An appropriate sharing of the costs to relieve such constraints will be determined by the Parties, consistent with the Tariff, and with the Commission's rules, regulations, policies, and precedents then in effect ~~subject to Attachment AD of the Tariff, all laws and regulations applicable to Southwestern, and Article 22.0 of this Operating Agreement.~~ If the Parties are unable to agree upon an appropriate remedy or sharing of the costs, the Transmission Provider shall submit its proposal for the remedy or sharing of such costs to the Commission for approval consistent with the Tariff ~~subject to Southwestern's status as a non-jurisdictional entity before the Commission, Attachment AD of the Tariff, all laws and regulations applicable to Southwestern, and Article 22.0 of this Operating Agreement.~~

- 4.4 ~~Southwestern~~The Host Transmission Owner and the Network Customer shall coordinate, ~~or caused to be coordinated,~~ with the Transmission Provider: (1) all scheduled outages of generating resources and transmission facilities consistent with the reliability of service to the customers of each Party, and (2) additions or changes in facilities which could affect another Party's system. Where coordination cannot be achieved, the Designated Representatives shall intervene for resolution.
- 4.5 The Network Customer shall coordinate with ~~Southwestern~~the Host Transmission Owner regarding the technical and engineering arrangements for the delivery points, including one line diagrams depicting the electrical facilities configuration and parallel generation, and shall design and build the facilities ~~or cause the facilities to be designed and built to avoid interruptions on Southwestern's transmission system. The Network Customer shall not modify tap facilities, install additional tap lines, increase tap line distances, or connect tap lines into other systems thereby causing loop feeds without the express written permission of Southwestern~~to avoid interruptions on the Host Transmission Owner's transmission system.

- 4.6 The Network Customer ~~shall provide for automatic and underfrequency load shedding of the Network Customer~~ Network Load in accordance ~~with the Article 6.1 of the amended and revised Joint Operating Agreement between SPP Criteria related to emergency operations and the Network Customer.~~

5.0 Maintenance of Facilities

- 5.1 The Network Customer shall maintain its facilities necessary to reliably receive capacity and energy from ~~Southwestern's~~ the Host Transmission Owner's transmission system consistent with Good Utility Practice. The Transmission Provider or ~~Southwestern~~ Host Transmission Owner, as appropriate, may curtail service under this Operating Agreement to limit or prevent damage to generating or transmission facilities caused by the Network Customer's failure to maintain its facilities in accordance with Good Utility Practice, and the Transmission Provider or ~~Southwestern~~ Host Transmission Owner may seek as a result any appropriate relief from the Commission.
- 5.2 The Designated Representatives shall establish procedures to coordinate, ~~or cause to be coordinated,~~ the maintenance schedules, and return to service, of the generating resources and transmission and substation facilities, to the greatest extent practical, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service.
- 5.3 The Network Customer shall obtain, ~~or cause to be obtained:~~ (1) concurrence from the Transmission Provider before beginning any scheduled maintenance of facilities which could impact the operation of the Transmission System over which transmission service is administered by Transmission Provider; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on a transmission line or substation. The Transmission Provider shall coordinate clearances with ~~Southwestern,~~ the Host Transmission Owner. The Network Customer shall notify the Transmission Provider and ~~Southwestern~~ the Host Transmission Owner as soon as practical at the time when any unscheduled or forced outages occur and again when such unscheduled or

forced outages end.

- 5.4 Specific terms and conditions for upgrades, ownership, maintenance, and replacement of facilities shall be as specified in a separate agreement between Southwestern and the Network Customer.

6.0 Scheduling Procedures

6.1 The Network Customer ~~will be~~ is responsible for providing its Resource and load information to the Transmission Provider in accordance with Attachment AE ~~on such date as Southwestern chooses to participate in the SPP Integrated Marketplace.~~

6.2 For Interchange Transactions the Network Customer shall submit, or arrange to have submitted, the schedule of Energy to or from the Transmission Provider and a transaction identification E-Tag for each such schedule where required by NAESB/NERC Standard WEQ-004-INT-001.

~~6.3 Southwestern is not obligated under this Operating Agreement to satisfy any deficiencies that may occur for the Network Customer as a result of suspension or reduction of schedules by a third party, including but not limited to the Transmission Provider or the Reliability Coordinator, nor is Southwestern obligated to notify any party if such schedules are suspended or reduced due to the action of a third party.~~

7.0 Ancillary Services

7.1 The Network Customer must make arrangements in appropriate amounts for all of the required Ancillary Services described in the Tariff. The Network Customer must obtain these services from the Transmission Provider or, where applicable, self-supply or obtain these services from a third party.

7.2 ~~If~~ Where the Network Customer elects to self-supply or have a third party provide Ancillary Services, the Network Customer must demonstrate to the Transmission Provider ~~and Southwestern~~ that it has either acquired the Ancillary Services from another source or is capable of self-supplying the services. ~~Any approval of self-supply or third party Ancillary Services will be subject to Southwestern's technical and operation requirements.~~

7.3 The Network Customer must designate the supplier of Ancillary Services.

~~7.4 The Network Customer and Southwestern recognize that the Network Customer is obligated to provide all of the Volt-Amperes Reactive (“VARs”) required for its load served at the points of delivery. The compensation paid by the Network Customer due to Southwestern is subject to an adjustment for power factor in accordance with Southwestern’s applicable rate schedules and the terms and conditions of a contract between Southwestern and the Network Customer with such charges to be billed by Southwestern.~~

~~7.5 The compensation paid by the Network Customer due to Southwestern is subject to a charge for conditions of service and/or transformation for deliveries at 138-kV in accordance with Southwestern’s applicable rate schedules and the terms and conditions of a contract between Southwestern and the Network Customer with such charges to be billed by Southwestern.~~

8.0 Metering

8.1 The Network Customer shall provide for the installation of meters, associated metering equipment and telemetering equipment as set forth in a separate agreement between Southwestern and the Network Customer. The Network Customer shall permit (or provide for, if the Network Customer is not the meter owner) the Transmission Provider’s and ~~Southwestern’s~~Host Transmission Owner’s representative to have access to the equipment at all reasonable hours and for any reasonable purpose, and shall not permit unauthorized persons to have access to the space housing the equipment. Network Customer shall provide to (or provide for, if the Network Customer is not the meter owner) ~~Southwestern~~the Host Transmission Owner access to load data and other data available from any delivery point meter. If the Network Customer does not own the meter, ~~Southwestern~~the Host Transmission Owner shall make available, upon request, all load data and other data obtained by ~~Southwestern~~the Host Transmission Owner from the relevant delivery point meter, if available utilizing existing equipment. The Network Customer will cooperate on the installation of advanced technology metering in place of the standard metering equipment at a delivery point at the expense of the requestor; provided, however, that ~~the~~ meter owner shall not be

obligated to install, operate or maintain any meter or related equipment that is not approved for use by the meter owner and/or SouthwesternHost Transmission Owner, and provided that such equipment addition can be accomplished in a manner that does not interfere with the operation of the meter owner's equipment or any Party's fulfillment of any statutory or contractual obligation.

8.2 The Network Customer shall provide for the testing of the metering equipment at suitable intervals and its accuracy of registration shall be maintained in accordance with standards acceptable to the Transmission Provider and consistent with Good Utility Practice. At the request of the Transmission Provider or SouthwesternHost Transmission Owner, a special test shall be made, but if less than two percent inaccuracy is found, the requesting Party shall pay for the test. Representatives of the Parties may be present at all routine or special tests and whenever any readings for purposes of settlement are taken from meters not having an automated record. If any test of metering equipment discloses an inaccuracy exceeding two percent, the accounts of the Parties shall be adjusted. Such adjustment shall apply to ~~records of electric service furnished since the beginning of the monthly billing the period immediately preceding the billing period duringover~~ which the ~~test was made, and~~ meter error is shown to have been in effect or, where such ~~correction, when made, shall constitute full adjustment of any claim between the Parties hereto arising out of such inaccuracy of metering equipment. period is indeterminable, for one-half the period since the prior meter test.~~ Should any metering equipment fail to register, the amounts of energy delivered shall be estimated from the best available data.

8.3 If the Network Customer is supplying energy to retail load that has a choice in its supplier, the Network Customer shall be responsible for providing all information required by the Transmission Provider for billing purposes. Metering information shall be available to the Transmission Provider either by individual retail customer or aggregated retail energy information for that load the Network Customer has under contract during the billing month. For the retail load that has interval demand metering, the actual energy used by interval must be supplied. For the retail load using standard kWh metering, the total energy consumed by

meter cycle, along with the estimated demand profile must be supplied. All rights and limitations between Parties granted in Sections 8.1 and 8.2 are applicable in regards to retail metering used as the basis for billing the Network Customer.

9.0 Connected Generation Resources

9.1 The Network Customer's connected generation resources that have automatic generation control and automatic voltage regulation shall be operated and maintained consistent with regional operating standards, and the Network Customer or the operator shall operate, or cause to be operated, such resources to avoid adverse disturbances or interference with the safe and reliable operation of the transmission system as instructed by the Transmission Provider.

9.2 For all Network Resources of the Network Customer, the following generation telemetry readings shall be submitted to the Transmission Provider and

Southwestern Host Transmission Owner:

- 1) Analog MW;
- 2) Integrated MWHRS/HR;
- 3) Analog MVARs; and
- 4) Integrated MVARHRS/HR.

~~The provision of this data to Southwestern is subject to the request of Southwestern. This data must be provided to Southwestern within twenty (20) Business days upon request. All Network Resources shall be used in the determination of the Network load of the Network Customer.~~

10.0 Redispatching, Curtailment and Load Shedding

10.1 In accordance with Section 33 of the Tariff, the Transmission Provider may require redispatching of ~~generation resources belonging to the Network Customer or curtailment of loads of the Network Customer~~Resources to relieve existing or potential transmission system constraints. The Transmission Provider shall redispatch Resources in accordance with the Energy and Operating Reserve Markets operations specified in Attachment AE ~~at such time Southwestern chooses to participate in the SPP Integrated Marketplace.~~ The Network Customer shall respond immediately to requests for redispatch from the Transmission Provider. The Transmission Provider will bill or credit the Network Customer as

appropriate using the settlement procedures specified in Attachment AE ~~at such time Southwestern chooses to participate in the SPP Integrated Marketplace.~~

- 10.2 The Parties shall implement load-shedding procedures to maintain the reliability and integrity ~~of~~ the Transmission System as provided in Section 33.1 of the Tariff and in accordance with applicable NERC and SPP requirements and Good Utility Practice. Load shedding may include (1) automatic load shedding, (2) manual load shedding, and (3) rotating interruption of customer load. When manual load shedding or rotating interruptions are necessary, ~~Southwestern~~ the Host Transmission Owner shall notify the Network Customer's dispatcher or schedulers of the required action and the Network Customer shall comply immediately.
- 10.3 The Network Customer will coordinate with ~~Southwestern~~ the Host Transmission Owner to ensure sufficient load shedding equipment is in place on their respective systems to meet SPP requirements. The Network Customer and ~~Southwestern~~ the Host Transmission Owner shall develop a plan for load shedding which may include manual load shedding by the Network Customer.

11.0 Communications

- 11.1 The Network Customer shall, at its own expense, install and maintain communication link(s) for scheduling. The communication link(s) shall be used for data transfer and for voice communication. Communications requirements and specific details regarding communications and data exchange shall be as set forth in a separate agreement between Southwestern and the Network Customer.
- 11.2 A Network Customer self-supplying Ancillary Services or securing Ancillary Services from a third-party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) providing such Ancillary Services and ~~Southwestern's Zone or Balancing Authority Area~~ the Host Transmission Owner's Zone.

12.0 Cost Responsibility

- 12.1 The Network Customer shall be responsible for all costs incurred by the Network Customer, ~~Southwestern~~ Host Transmission Owner, and Transmission Provider to implement the provisions of this Operating Agreement including, but not limited

to, engineering, ~~environmental~~, administrative and general expenses, material and labor expenses associated with the specification, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, upgrading, calibration, removal, and relocation of equipment or software, so long as the direct assignment of such costs is consistent with Commission policy ~~with any costs determined to be assigned to Southwestern subject to Attachment AD of the Tariff, Article 22.0 of this Operating Agreement, and a separate agreement between Southwestern and the Network Customer.~~

- 12.2 The Network Customer shall be responsible for all costs incurred by Network Customer, Southwestern Host Transmission Owner, and Transmission Provider for on-going operation and maintenance of the facilities required to implement the provisions of this Operating Agreement so long as the direct assignment of such costs is consistent with Commission policy ~~with any costs determined to be assigned to Southwestern subject to Attachment AD of the Tariff, Article 22.0 of this Operating Agreement, and a separate agreement between Southwestern and the Network Customer.~~ Such work shall include, but is not limited to, normal and extraordinary engineering, ~~environmental~~, administrative and general expenses, material and labor expenses associated with the specifications, design, review, approval, purchase, installation, maintenance, modification, repair, operation, replacement, checkouts, testing, calibration, removal, or relocation of equipment required to accommodate service provided under this Operating Agreement.

13.0 Billing and Payments

Billing and Payments shall be in accordance with Attachment AE ~~at such time that Southwestern chooses to participate in the SPP Integrated Marketplace~~ and Section 7 of the Tariff.

14.0 Dispute Resolution

~~The Any dispute among the Parties shall attempt to resolve disputes arising under regarding this Operating Agreement using informal alternative dispute resolution techniques as provided in shall be resolved pursuant to Section 12.1 of the Tariff, except that the Parties acknowledge Southwestern cannot submit a dispute to binding arbitration. If a dispute remains unresolved, and Article 1 Section 19 of Attachment AD, or otherwise, as mutually agreed by the Parties acknowledge that any action by or against Southwestern shall be initiated in a Federal court of competent jurisdiction.~~

15.0 Assignment

~~This Operating 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 Parties. Such written consent shall not be unreasonably withheld.~~

~~No voluntary assignment of this Agreement or of the rights of the Network Customer under this Agreement shall be made without the prior written approval of the Administrator of Southwestern, which consent shall not be unreasonably withheld, conditioned, or delayed. Any voluntary assignment of this Agreement or of the rights of the Network Customer under this Agreement made without the prior written approval of the Administrator of Southwestern may result in the termination of this Agreement; provided further, that if the Network Customer operates a project financed in whole or in part by the Rural Utilities Service, the Network Customer may transfer or assign its interest in this Agreement to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; provided further, that any successor to or assignee of the rights of the Network Customer, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor~~

or assignee were the original Network Customer under this Agreement; and, provided further, that the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision. Notwithstanding the foregoing, the Network Customer may assign this Agreement, upon notice to Southwestern but without the prior consent of Southwestern, to an affiliate of the Network Customer or to a purchaser of a substantial portion of the Network Customer's facilities.

16.0 Choice of Law ~~and Forum~~

The interpretation, enforcement, and performance of this Operating Agreement shall be governed by the laws of the State of Arkansas for all Parties except Southwestern; Provided, However, That laws and precedent of such jurisdiction concerning choice of law shall not be applied, except to the extent governed by the laws of the United States of America. Federal law shall control all of Southwestern's obligations and procedures established by this Operating Agreement and the performance and enforcement thereof. The forum for any litigation arising from this Operating Agreement in which Southwestern is a party to said litigation, shall exclusively be a Federal court of the United States of America.

17.0 Entire Agreement

The Tariff and Service Agreement, as they are amended from time to time, are incorporated herein and made a part hereof. To the extent that a conflict exists between the terms of this Operating Agreement and the terms of the Tariff, the Tariff, ~~subject to Attachment AD of the Tariff,~~ shall control.

18.0 Unilateral Changes and Modifications

Nothing contained in this Operating Agreement or any associated Service Agreement shall be construed as affecting in any way the right of the Transmission Provider or a Transmission Owner 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~~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.

Nothing contained in this Operating Agreement or any associated Service Agreement

shall be construed as affecting in any way the ability of any Network Customer receiving Network Integration Transmission Service under the Tariff to exercise any right under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder; provided, however, that it is expressly recognized that this Operating Agreement is necessary for the implementation of the Tariff and Service Agreement. Therefore, no Party shall propose a change to this Operating Agreement that is inconsistent with the rates, terms and conditions of the Tariff and/or Service Agreement. ~~To the extent that a conflict exists between the terms of the Service Agreement and the terms of the Tariff, the Tariff, subject to Attachment AD of the Tariff, shall control.~~

19.0 Term

This Operating Agreement shall become effective on the date assigned by the Commission ("Effective Date"), and shall continue in effect until the Tariff or the Network Customer's Service Agreement is terminated, whichever shall occur first.

20.0 Notice

20.1 Any notice that may be given to or made upon any Party by any other Party under any of the provisions of this Operating 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:

Transmission Provider
Southwest Power Pool, Inc.
Tessie Kentner
Managing Attorney
201 Worthen Drive
Little Rock, AR 72223-4936
Phone: (501) 688-1782
Email: tkentner@spp.org

Host Transmission Owner:
Southwestern Power Administration
~~Doug Hart~~
Fritha Ohlson
Senior Vice President/COO, Office of Corporate Operations
1 W. ~~Third Street, 3rd St.~~, Suite ~~1600~~1500
Tulsa, OK 74103-~~3502~~

Phone: (918) 595-~~66316684~~
Telefax: (918) 595-~~6631~~
Email: ~~doug.hartfritha.ohlson~~@swpa.gov

Network Customer
Associated Electric Cooperative, Inc.
~~David Tudor~~
~~Roger Clark~~
2814 S. Golden
Springfield, MO 65807
Email Address: ~~rclark~~@aeci.org
Phone Number: (417) ~~885-9218371-5269~~

Any Party may change its notice address by written notice to the other Parties in accordance with this Article 20.

- 20.2 Any notice, request, or demand pertaining to operating matters may be delivered in writing, in person or by first class mail, e-mail, messenger, 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.

21.0 Execution in Counterparts

This Operating 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.

~~22.0 Availability of Funds to Southwestern~~

~~22.1 This Operating Agreement and all rights and obligations hereunder, and any expenditure of funds by Southwestern under the provisions hereof, are expressly conditioned and contingent upon Congress making available (through direct appropriation, authorization of a revolving fund, the authority to borrow funds, or through such other means as it may provide) the necessary funds or the authority to accept funds from others to enable Southwestern to carry out the provisions of this Operating Agreement, and if such funds or authorities are not available, this Operating Agreement shall terminate and have no further force or effect as of the last day for which funds or authorities were available, and the Network Customer hereby releases Southwestern from any and all liability for failure to perform and fulfill its obligations under this Operating Agreement for that reason.~~

~~22.2—No obligation contained herein for payment of money by Southwestern, or liability on the part of Southwestern for breach of any of the provisions contained herein, shall be binding upon or enforceable against Southwestern unless and until funds, as provided in Article 22.1 of this Operating Agreement, are available out of which such obligations or liability can be legally paid.~~

~~22.3—Nothing in this Operating Agreement may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet any deficiencies or obligations incurred under this Operating Agreement.~~

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

TRANSMISSION PROVIDER

/s/ Lanny Nickell
Signature

Lanny Nickell
Printed Name

EVP & COO
Title

7/2/2024
Date

SOUTHWESTERN (HOST TRANSMISSION OWNER)

/s/ Fritha Ohlson
Signature

Fritha Ohlson
Printed Name

Senior Vice President/COO
Title

June 26, 2024
Date

NETWORK CUSTOMER

/s/ Roger Clark
Signature

Roger Clark
Printed Name

SVP & Chief Commercial Officer
Title

6/20/2024
Date