COORDINATION AGREEMENT
BY AND BETWEEN

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR INC.

AND

MANITOBA HYDRO

This agreement, made on the 27th day of September, 2001, is amended on this 19th day of February , 2026, by and between the Midcontinent Independent System Operator, Inc. ("ISO") and Manitoba Hydro (each a "Party" and collectively the "Parties").

WHEREAS Manitoba Hydro is a Canadian Crown corporation incorporated pursuant to the provisions of *The Manitoba Hydro Act*, (Revised Statutes of Manitoba 1987, chapter H190) that owns and operates electric transmission facilities in the Province of Manitoba; and

WHEREAS the ISO is a Delaware non-stock, not-for-profit corporation incorporated pursuant to Title 8, Chapter 1 of the laws of the State of Delaware of the United States of America, and established by U.S. transmission facility Owners pursuant to the ISO Agreement; and

WHEREAS the ISO has functional control and provides transmission service over the transmission facilities of Owners pursuant to the ISO Agreement and also administers Energy and Operating Reserve Markets for the ISO Tariff Zone; and

WHEREAS Manitoba Hydro is not an Owner as defined in the ISO Agreement, but wishes to retain the services of the ISO to ensure the coordination of transmission service over the facilities comprising Manitoba Hydro’s transmission system with transmission service over the facilities of Owners, collectively referred to as the "Combined Systems" and to administer a Reserve Sharing Group between the Parties; and

WHEREAS the Parties recognize the benefits of having comparable, non-discriminatory access, the elimination of Transmission Service charge pancaking and coordinated congestion management procedures for the transmission facilities comprising the Combined Systems;

WHEREAS the Parties, as NERC-certified Balancing Authorities, wish to establish a Reserve Sharing Group for the purposes of collectively maintaining, allocating and supplying Contingency Reserve in accordance with NERC Reliability Standards; and

WHEREAS each of the Parties is a Planning Coordinator and recognizes the benefits of coordinated transmission planning; and

WHEREAS the Parties desire to enter into this Coordination Agreement to supercede that certain amended Coordination Agreement entered into between Manitoba Hydro and MISO dated June 1, 2014.

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree as follows:

I. DEFINITIONS

1.1 The capitalized terms used herein shall have the same meaning as set forth in the Manitoba Hydro Tariff, unless defined otherwise in this Article I.

1.2 The following terms shall have the following meanings:

"Access Charge" shall mean any additional Transmission Service charge or penalty assessed on certain Transmission Customers based on whether any party to the transaction has not transferred functional operational control of their transmission facilities to a regional transmission organization or otherwise joined the organization.

"Agreed Interest Rate" shall mean the rate of two percent per annum plus the prime lending rate per annum in effect and applicable to each day of the interest period. The prime lending rate shall be the rate of interest per annum, publicly announced from time to time by the Royal Bank of Canada at its main office in the City of Winnipeg, Manitoba as its preferred lending rate of interest charged to its most creditworthy Canadian customers, whether or not such interest rate per annum is actually charged by said bank to any customer. Notwithstanding the foregoing, in no event shall the Agreed Interest Rate ever exceed the maximum rate of interest allowed under Canadian Law.

"Agreement" shall mean this Agreement, and any amendments thereto in writing agreed between the Parties.

"Area Control Error" or "ACE" shall have the same meaning as defined in the NERC Glossary of Terms.

"Balancing Authority" or "BA" shall have the same meaning as defined in the NERC Glossary of Terms.

"Canadian Law" shall mean the substantive common law of Canada as amended by and in addition to Canadian federal statutes and regulations and Manitoba provincial statutes, regulations, orders-in-council and applicable municipal by-laws.

"Canadian Transmission Facilities" shall mean the transmission facilities of Manitoba Hydro over which Transmission Service is offered pursuant to the Manitoba Hydro Tariff.

"Combined Systems" shall mean the Transmission System (as defined in the ISO Tariff) and Canadian Transmission Facilities.

"Contingency" shall have the same meaning as defined in the NERC Glossary of Terms.

"Contingency Reserve" shall have the same meaning as defined in the NERC Glossary of Terms.

"Contingency Reserve Activation" shall mean the initiation of the supply of Contingency Reserve, at the request of a Party, in response to a Contingency or Disturbance.

"Contingency Reserve Obligation" shall mean the total amount of Contingency Reserve, expressed in MW, to be carried by the Reserve Sharing Group, equal to the sum of the Contingency Reserve Requirement of both Parties.

"Contingency Reserve Requirement" or "CRR" shall mean the amount of Contingency Reserve, expressed in MW, to be carried by a Party pursuant to Appendix B of this Agreement.

"Contingency Reserve Sharing Group Committee" shall mean the committee established pursuant to Section 2 of Appendix B of this Agreement to implement and oversee the operation of the MISO-MBHydro Contingency Reserve Sharing Group.

"Contingency Resource(s)" shall mean electric generating resource that meets the requirements of a Network Resource under the applicable tariff of the supplying Party, or interruptible load, that is capable of providing Contingency Reserve.

"Contingent System" shall mean the Party requesting Contingency Reserve Activation.

"CP Node" shall have the same meaning as defined in the ISO Tariff.

"Coordinated Flowgate" shall mean a flowgate impacted by an operating entity, as determined by the Parties in accordance with the Seams Operating Agreement between the Parties dated September 25, 2006 as amended from time to time.

"Day-Two Congestion Management" shall mean the ISO's market-based mechanism for managing congestion on the Transmission System using Locational Marginal Pricing pursuant to the provisions in Module C of the ISO Tariff.

"Delivery System" shall mean the Party that has deployed Contingency Resources in response to a Contingency Reserve Activation.

"Disturbance" shall have the same meaning as defined in the NERC Glossary of Terms.

"Disturbance Control Standard" or "DCS" shall mean NERC Reliability Standard BAL-002-0, or its successor thereto, as amended from time to time.

"Disturbance Recovery Period" shall mean the period of time within which a Balancing Authority or Reserve Sharing Group must return its ACE to zero or its pre-Disturbance Value after a Reportable Disturbance, in accordance with NERC DCS.

"Emergency Energy" shall mean the energy supplied by a Delivery System through the deployment of Contingency Resources in response to a Contingency Reserve Activation, pursuant to Section 3 of Appendix B to this Agreement.

"Energy Markets" shall mean collectively the Real-Time and Day-Ahead Energy Markets, pursuant to Module C of the ISO Tariff as administered by the ISO commencing on April 1, 2005.

"Energy and Operating Reserve Markets" shall mean collectively the Real-Time and Day-Ahead Energy and Operating Reserve Markets administered by the ISO pursuant to Module C of the ISO Tariff.

"FERC" shall mean the U.S. Federal Energy Regulatory Commission, or a successor agency.

"Financial Transmission Right(s)" shall mean a financial instrument that entitles the holder to receive compensation for or requires the holder to pay certain congestion related transmission charges that arise when the Transmission System is congested and differences in LMPs result for the redispatch of resources out of economic merit order to relieve the congestion.

"Generation Resource" shall mean an electricity producing facility, with the appropriate metering facilities and ability to comply with the ISO's dispatch instructions, capable of supplying energy, capacity and/or ancillary services.

"Group Administrator" shall mean the entity responsible for providing administrative services to the Reserve Sharing Group pursuant to Appendix B of this Agreement.

"ISO" shall mean the Midcontinent Independent System Operator Inc. or any successor organization.

"ISO Agreement" shall mean the Agreement of Transmission Facilities Owners to Organize The Midcontinent Independent System Operator Inc., a Delaware Non-Stock Corporation as may be amended from time to time.

"ISO Cost Adder" shall mean the charge assessed pursuant to Schedule 10 of the ISO Tariff, but shall not include charges assessed pursuant to Schedules 16 and 17 of the ISO Tariff.

"ISO Tariff" shall mean the Open-Access-Transmission, Energy, and Operating Reserve Markets Tariff for the ISO on file with FERC, as may be amended from time to time.

"ISO Tariff Zone" shall mean the combination of all rate zones included within the ISO Tariff.

"Interconnection Service" shall mean the design, construction, installation or modification of transmission facilities in response to a request by a generator to interconnect with the transmission system of a transmission provider or modify an existing interconnection.

“Interconnection Study” shall mean a study conducted under the Manitoba Hydro Open Access Interconnection Tariff or the ISO Tariff (as "Interconnection Study" is defined in each of the respective tariffs) pursuant to a request for Interconnection Service.

“Locational Marginal Price” or “LMP” shall mean the market clearing price for energy at a given commercial node in the Transmission Provider Region which shall be equivalent to the marginal cost of serving demand at the commercial node.

"Manitoba Hydro Tariff" shall mean the applicable Open Access Transmission Tariff governing Manitoba Hydro’s Canadian Transmission Facilities.

"Manitoba Hydro Zone" shall have the same meaning as set forth in Section 4.4.1 of this Agreement.

“Manitoba-ISO Interface” shall mean the interface between the international transmission lines owned by Manitoba Hydro and the interconnected transmission lines of the United States transmission owners.

“Market Participant” shall mean an entity that (i) has successfully completed the registration process with the ISO and is qualified by the ISO as a Market Participant, (ii) is financially responsible to the ISO for all of its market activities and obligations, and (iii) has demonstrated the capability to participate in its relevant market activities.

"Member" shall mean a member of the ISO as defined in the ISO Agreement.

"MISO Transmission Expansion Plan" shall mean the regional transmission plan developed by the ISO as referred to in Appendix B of the ISO Agreement and Attachment FF of the ISO Tariff and defined in Module A of the ISO Tariff.

“NEB Cost Adder” shall mean an administrative charge imposed under the Manitoba Hydro Tariff to recover the costs imposed by the National Energy Board of Canada on Manitoba Hydro, as a Canadian international power line owner, related to the regulatory costs associated with electricity exports to the United States over Manitoba Hydro’s international power lines.

"NERC" shall mean the North American Electric Reliability Corporation, or its successor.

"NERC Glossary of Terms" shall mean the "Glossary of Terms Used in Reliability Standards" adopted by NERC, as amended from time to time.

"NERC Reliability Standards" or "Reliability Standard(s)" shall mean the standards promulgated by NERC and which are legally in force in both Manitoba and the ISO Tariff Zone, as amended from time to time.

"OASIS" shall mean the Open Access Same Time Information System referred to in Part 37 of the FERC's regulations as amended from time to time.

"Operating Guide" shall mean a written set of operating practices that affect the Combined Systems to be followed for transmission and generation operation, including implementing procedures, actions, and sequences of actions to be taken to maintain operations within operating reliability criteria.

"Operating Reserve-Spinning" shall have the same meaning as defined in the NERC Glossary of Terms. For further clarity, however, the MISO-MBHydro CRSG Agreement does not impose Regulating Reserve requirements upon the Parties.

"Operating Reserve-Supplemental" shall have the same meaning as defined in the NERC Glossary of Terms.

"Owner" shall have the same meaning as defined in the ISO Agreement.

"Planning Coordinator" shall have the same meaning as defined in the NERC Reliability Functional Model.

"Point of Delivery" shall mean, for the purposes of Appendix B to this Agreement only, the point at which title to and risk of loss for Emergency Energy passes from the Delivery System to the Contingent System.

"Public Utilities Board" shall mean the Manitoba regulatory board established pursuant to The Public Utilities Board Act, Revised Statutes of Manitoba 1987, chapter P280.

"Reciprocal Coordinated Flowgate" or "RCF" shall mean a Coordinated Flowgate with respect to which a reciprocal agreement has been written and to which apply reciprocal coordination procedures. An RCF is either (1) a Coordinated Flowgate affected by the

transmission of energy by both Parties, or by both Parties and one or more other Reciprocal Entities, or (2) a Flowgate which both Parties mutually agree should be a Reciprocal Coordinated Flowgate, and for which reciprocal coordination will occur. An RCF may be under the operational control of one of the Parties, or may be under the operational control of a third party Reciprocal Entity.

"Reciprocal Entity" shall mean an entity that coordinates the future-looking management of flowgate capacity in accordance with a reciprocal agreement, or pursuant to a congestion management process approved by the Federal Energy Regulatory Commission.

"Regional Entity" or "RE" shall mean a regional reliability organization that has enforcement authority with respect to NERC Reliability Standards in the ISO Tariff Zone and/or the province of Manitoba.

"Reliability Coordinator" shall mean the entity responsible for security monitoring and emergency response functions for transmission facilities, as outlined in Appendix A hereto.

"Reliability Transmission Plan(s)" shall mean Manitoba Hydro's long term transmission development plan for the Manitoba Hydro Tariff region and/or the MISO Transmission Expansion Plan.

"Reportable Disturbance" shall have the same meaning as defined in the NERC Glossary of Terms.

"Reserve Sharing Group" or "RSG" shall have the same meaning as defined in the NERC Glossary of Terms.

"Services" shall mean the services provided by the ISO as set forth in Article II hereof.

"System Operating Limit" shall have the same meaning as defined in the NERC Glossary of Terms.

"Transfer Capability" shall have the same meaning as defined in the NERC Glossary of Terms.

"Transmission Customer" shall mean a customer receiving Point-to-Point Transmission Service or Network Integration Transmission Service under a Party's transmission tariff.

"Transmission Provider Region" shall mean the transmission system, load and Generation Resources interconnected to the Transmission System that: (i) function as a centrally coordinated system and (ii) operate, subject to the single set of dispatch instructions determined and issued by the ISO and does not include Manitoba Hydro's Canadian Transmission Facilities.

"Transmission Service" shall mean all forms of transmission service available under a Party' s transmission tariff, including Point-to-Point Transmission Service and Network Integration Transmission Service.

"Transmission System" shall mean the transmission facilities owned or controlled by entities that have conveyed operational control to the ISO, and that are used to provide Transmission Service under Module B of the ISO Tariff, including facilities subject to an Agency Agreement, as defined in the ISO Tariff.

"Zone" shall mean the rate zones referred to in Schedules 7, 8 and 9 of the ISO Tariff.

II. SERVICES TO BE PROVIDED BY THE ISO

2.1 Manitoba Hydro agrees to retain the ISO as an independent contractor to provide the following Services and the ISO agrees to provide said Services on the terms and conditions set forth herein:

2.1.1. establish an OASIS web page for Transmission Service under the Manitoba Hydro Tariff;

2.1.2. post available transmission capability calculations for Manitoba Hydro's Canadian Transmission Facilities on the OASIS based on component data submitted by Manitoba Hydro;

2.1.3. provide notification to Manitoba Hydro of all requests for Long-Term Firm Point-to-Point Transmission Service under the Manitoba Hydro Tariff;

2.1.4. evaluate requests for Non-Firm Point-to-Point Transmission Service and Short-Term Firm Point-to-Point Transmission Service against Manitoba Hydro's posted available transmission capability;

2.1.5. accept, counter offer, or reject requests for Non-firm Point-to-Point Transmission Service and Short-Term Firm Point-to-Point Transmission Service based on the evaluation performed pursuant to Section 2.1.4 and the Manitoba Hydro Tariff, provided that the ISO shall obtain the concurrence of Manitoba Hydro prior to accepting requests for monthly Short-Term Firm Point-to-Point Transmission Service.

2.1.6. post the status of all Point-to-Point Transmission Service requests over Manitoba Hydro's Canadian Transmission Facilities on the OASIS, based on the ISO's determinations pursuant to Section 2.1.5 and information submitted by Manitoba Hydro for Long-Term Firm Point-to-Point Transmission Service requests;

2.1.7. upon request, collect and provide Manitoba Hydro with Transmission Service transaction information for Manitoba Hydro's Canadian Transmission Facilities, except that the ISO shall not be required to retain such information for a period longer than that required by FERC regulations for similar transactions on the Transmission System;

2.1.8. provide financial administration of Point-to-Point Transmission Service transactions under the Manitoba Hydro Tariff. This shall include the determination, collection, and payment of monies owing to Manitoba Hydro for Transmission Service and related services provided by Manitoba Hydro under the Manitoba Hydro Tariff, including but not limited to Ancillary Services and the NEB Cost Adder. Notwithstanding the foregoing, financial administration of Point-to-Point Transmission Service shall not include the collection of deposits or payments for studies under the Manitoba Hydro Tariff.

2.1.9. act as Reliability Coordinator for Manitoba Hydro's Canadian Transmission Facilities in accordance with the responsibilities specified in Appendix A hereto;

2.1.10 serve as Group Administrator for the Reserve Sharing Group pursuant to Appendix B of this Agreement; and

2.1.11 any other services equivalent to those provided by the ISO to Owners pursuant to the ISO Agreement, as mutually agreed to by the Parties.

2.2 The ISO shall not be deemed to be an employee of Manitoba Hydro for any purpose.

2.3 The ISO shall have full discretion as to the manner of providing the Services, provided that the ISO acts in compliance with the provisions of this Agreement, the applicable tariffs governing Manitoba Hydro's Canadian Transmission Facilities, and Canadian Law.

III. MANITOBA HYDRO'S TARIFF OBLIGATIONS

3.1 Manitoba Hydro shall calculate the components of available transmission capability for its Canadian Transmission Facilities in accordance with NERC requirements and any regional reliability requirements binding on Manitoba Hydro by way of contract or Canadian legislation.

3.2 Manitoba Hydro shall offer to provide Ancillary Services pursuant to the provisions of the Manitoba Hydro Tariff. To the maximum extent permitted by Canadian Law, all such services will be provided and offered under rates, terms and conditions that are consistent with FERC standards. Manitoba Hydro shall not be required to continue to provide and offer these services if FERC no longer requires a utility operating as a Control Area to offer them.

3.3 Manitoba Hydro shall determine the facilities to be included as Canadian Transmission Facilities in accordance with the seven factor test set forth in FERC Order No. 888.

3.4 To facilitate the billing, collection and distribution of monies required by Section 2.1.8 of this Agreement, Manitoba Hydro shall require that each Transmission Customer taking service under the Manitoba Hydro Tariff provide the ISO with adequate financial and customer information to perform the Services.

3.5 Manitoba Hydro shall provide the ISO with all such information as is reasonably necessary for the ISO to provide the Services herein, including, but not limited to, the following information:

3.5.1 transmission-related Operating Guides;

3.5.2 information regarding the ratings of all transmission facilities;

3.5.3 schedules for planned outages and the status of forced outages of Canadian Transmission Facilities and any generation facilities connected to those facilities where any such outage would affect transfer capability on the Combined Systems;

3.5.4 information regarding the operation of Manitoba Hydro's Canadian Transmission Facilities, including, but not limited to, information relating to all breakers, switches, capacitor banks, reactors, phase shifters, and flows;

3.5.5 Manitoba Hydro shall provide the ISO with any additional information requested by the ISO after the initiation of the ISO's Energy Markets unless the incremental costs to Manitoba Hydro of providing such data would exceed $50,000.00 (Cdn) per data request, and such costs are not reimbursable by the ISO. This restriction shall not apply to information required by the ISO pursuant to Sections 3.5.1 through 3.5.4, to the extent that such information was routinely provided prior to initiation of the ISO's Energy Market, nor to information required by the ISO pursuant to its obligations as Reliability Coordinator as set forth in Appendix A.

3.6 For greater certainty of interpretation, Manitoba Hydro shall be solely responsible for determining the energy resources required to meet load in Manitoba, notwithstanding any provisions in the ISO Agreement or ISO Tariff.

IV. TRANSMISSION SERVICE AVAILABILITY, PRICING AND REVENUE DISTRIBUTION

Availability

4.1 The Parties acknowledge that, pursuant to Section 6 of the ISO Tariff and Section 6 of the Manitoba Hydro Tariff, the Parties provide comparable Transmission Service under the terms and conditions of their respective tariffs.

4.2 It is a continuing condition of this Agreement that Manitoba Hydro and any of its power marketing affiliates shall be entitled to all forms of Transmission Service available under the ISO Tariff and that all ISO Members and eligible customers under the ISO Tariff shall be entitled to all forms of Transmission Service available under the Manitoba Hydro Tariff. Failure of this condition to be fulfilled, for reasons other than as specified in Section 10.2 of this Agreement, shall result in either the immediate termination or lack of effectiveness of this Agreement, whichever is applicable.

Pricing

4.3 The Parties agree that Manitoba Hydro shall not be subject to Access Charges for Transmission Service under the ISO Tariff and that Members of the ISO shall not be subject to Access Charges for Transmission Service under the Manitoba Hydro Tariff.

4.4 In order to eliminate the pancaking of Transmission Service charges between the Canadian Transmission Facilities and the Transmission System, the Parties agree as follows:

4.4.1 For the purposes of Transmission Service pricing, generation or load located in the Province of Manitoba and connected directly to Manitoba Hydro's Canadian Transmission Facilities shall be considered in the "Manitoba Hydro Zone";

4.4.2 The Parties acknowledge that their respective Transmission Service rates for Point-to-Point and Network Integration Transmission Service shall be priced independently.

4.4.3 For Point-to-Point and Network Integration Transmission Service charges under the ISO Tariff involving service from a generating source located either inside or outside the ISO Tariff Zone to load in the Manitoba Hydro Zone, the ISO shall waive all Transmission Service charges (including the ISO Cost Adder) under the ISO Tariff with the exception of charges associated with the following: Regulating Reserve; Energy

Imbalance Service; Operating Reserve-Spinning Reserve Service; Operating Reserve-Supplemental Reserve Service; and Generator Imbalance Service.

4.4.4 Manitoba Hydro shall waive all Transmission Service charges (including the administrative charge imposed pursuant to Section 4.6) for Point-to-Point and Network Integration Transmission Service involving service from a generating source inside or outside the Manitoba Hydro Zone and through the Manitoba Hydro Zone to a load that is located inside the ISO Tariff Zone, with the exception of charges associated with the following: Regulation and Frequency Response Service; Energy Imbalance Service; Operating Reserve-Spinning Reserve Service; Operating Reserve-Supplemental Reserve Service; Generator Imbalance Service; and NEB Cost Adder For greater certainty of interpretation, this Section shall apply regardless of whether the ISO applies a Transmission Service charge for Transmission Service provided under the ISO Tariff associated with Energy and Operating Reserve Markets transactions.

4.5 For greater certainty of interpretation:

(a) A Transmission Customer shall be entitled to reserve Transmission Service from a Point of Receipt in the Manitoba Hydro Zone to the Canada-United States international boundary as the designated Point of Delivery, and the Transmission Service charges for said transaction shall be determined based on the location of the load being served, as follows:

(i) if the load being served is in the ISO Tariff Zone, there shall be no Transmission Service charges under the Manitoba Hydro Tariff except for: Regulation and Frequency Response Service; Energy Imbalance Service; Operating Reserve-Spinning Reserve Service Operating Reserve-Supplemental Reserve Service; Generator Imbalance Service and NEB Cost Adder.

(ii) if the load being served is outside the ISO Tariff Zone, all applicable Transmission Service charges under the Manitoba Hydro Tariff shall be applied.

(b) The provisions of this Section 4.5 shall apply to Transmission Service reserved for Energy and Operating Reserve Markets transactions, regardless of whether the

ISO charges for Transmission Service under the ISO Tariff to serve load in the ISO Tariff Zone.

4.6 Subject to the provisions of Section 4.4.4, Manitoba Hydro shall impose an administrative charge equal to the ISO Cost Adder on all Point-to-Point transactions under the Manitoba Hydro Tariff and the recovery received under that adder shall be provided to the ISO pursuant to Section 8.3.

Revenue Distribution

4.7 The ISO shall remit to Manitoba Hydro all transmission revenues for Transmission Service administered by the ISO under the Manitoba Hydro Tariff on a monthly basis. All funds shall be remitted in accordance with the provisions of this Agreement.

4.8 All revenues for Transmission Service under the Manitoba Hydro Tariff shall be received, held, used, managed, and distributed in trust for the benefit of Manitoba Hydro in accordance with this Agreement and the Manitoba Hydro Tariff. The ISO shall hold all such collected revenues for Transmission Service provided pursuant to the Manitoba Hydro Tariff, in trust for the benefit of Manitoba Hydro, subject to the ISO's right pursuant to Section 8.3 of this Agreement to deduct from such funds certain authorized fees and expenses that are payable directly to the ISO in accordance with the Manitoba Hydro Tariff and this Agreement. The ISO shall hold such collected revenues for Transmission Service in a separate operating account from other funds, with the exception of funds collected by the ISO for Transmission Service under the ISO Tariff and held in trust for Owners pursuant to the ISO Tariff and the ISO Agreement. The ISO shall also hold disputed payments collected for Transmission Service under the Manitoba Hydro Tariff in trust for the benefit of Manitoba Hydro in a separate account from other funds, with the exception of similar funds for disputed payments collected for Owners under the ISO Tariff. This Agreement is intended to create a trust for the benefit of Manitoba Hydro under applicable law for the foregoing purposes. The ISO will take all action reasonably necessary to ensure that the revenues for Transmission Service under the Manitoba Hydro Tariff are treated under applicable law as trust property held for the benefit of Manitoba Hydro and not as separate property of the ISO.

V. COORDINATION OF TRANSMISSION PLANNING

5.1 The Parties agree to coordinate transmission planning in their respective Planning Coordinator regions through the exchange of information as provided herein and through the development and adoption of planning coordination procedures in accordance with Section 5.4.

5.2 The Parties shall exchange information, in accordance with planning coordination procedures adopted pursuant to Section 5.4, regarding Transmission Service requests, Interconnection Service requests and their respective proposed Regional Transmission Plans that could directly or indirectly impact the Combined Systems and information concerning the Parties' respective methodologies for calculating System Operating Limits and Transfer Capability.

5.3 The Parties shall coordinate, in accordance with planning coordination procedures adopted pursuant to Section 5.4, the performance of System Impact Studies, Facilities Studies, Interconnection Studies and other studies for Transmission Service requests, Interconnection Service requests and Regional Transmission Plans that could directly or indirectly impact the Combined Systems.

5.4 The Planning Coordination Sub-Committee shall develop planning coordination procedures for adoption by the Coordinating Committee pursuant to Section 9.2 of this Agreement. Such planning coordination procedures shall include, but not be limited to, procedures governing:

(a) Review and coordination of methodologies (including use of consistent input and modeling assumptions) for determination of Transfer Capability as required of Planning Coordinators pursuant to applicable NERC Reliability Standards to ensure consistency;

(b) Review and coordination of methodologies (including base case assumptions and reliability margins) for performing System Impact Studies, Facilities Studies (including those System Impact Studies and Facilities Studies related to redirect requests) and Interconnection Studies to ensure consistency;

(c) Coordination of queues for Transmission Service requests and Interconnection Service requests received by a Party under the ISO Tariff or the Manitoba Hydro Tariff that may impact the transmission system operated by the other Party;

(d) Establishment of criteria for determining when a request for Transmission Service or Interconnection Service received by a Party under the ISO Tariff or Manitoba Hydro Tariff shall be considered as materially impacting the system owned or operated by the other Party;

(e) Development of procedures to ensure the mitigation of material impacts by third parties resulting from Transmission Service and Interconnection Requests under the other Party's Tariff;

(f) Collaboration on the nature of new and/or modified facilities, including special protection systems, required or best suited to grant Transmission Service and Interconnection Service requests involving improvements to the Manitoba-ISO Interface;

(g) Coordination of planning procedures adopted pursuant to this Agreement with those developed pursuant to interconnection agreements between Manitoba Hydro and owners of interconnected transmission facilities;

(h) Coordination of data provided to NERC regarding the Manitoba-ISO Interface pursuant to NERC Reliability Standards, such as, data required to perform loss of load expectation studies for the annual NERC long term reliability assessment.

5.5 The Parties may consider, on a case by case basis, inter-regional cost sharing for transmission projects that benefit the Combined Systems, subject to any necessary government, regulatory or other approvals.

VI. COORDINATION OF DAY TWO CONGESTION MANAGEMENT

6.1 The Parties acknowledge that, unlike the ISO Tariff, the Manitoba Hydro Tariff will not be revised to include congestion charges based on Locational Marginal Pricing or to make available Financial Transmission Rights;

6.2 The Parties acknowledge that Manitoba Hydro will not employ economic redispatch of generation facilities in Manitoba as a congestion management mechanism available to Transmission Customers under the Manitoba Hydro Tariff in order to reduce or eliminate congestion on Canadian Transmission facilities;

6.3 Notwithstanding the foregoing, the ISO shall model and identify flows over Manitoba Hydro's Canadian Transmission Facilities in order to monitor congestion on Manitoba Hydro's Canadian Transmission Facilities caused by flows from the Transmission System and the transmission systems of Reciprocal Entities.

6.4 In order to coordinate Manitoba Hydro's use of curtailment procedures for the relief of transmission congestion on Canadian Transmission Facilities with the ISO's use of economic redispatch for the relief of transmission congestion on the Transmission System and the congestion management procedures of Reciprocal Entities, which coordination shall have the purpose of observing transfer capability for Coordinated Flowgates and transfer capability allocations for Reciprocal Coordinated Flowgates, the Parties have entered into that certain "Seams Operating Agreement Between the Midwest Independent Transmission System Operator, Inc. And Manitoba Hydro" dated September 25, 2006.

VII. RESERVE SHARING

7.1 Commencing January 1, 2010, the Parties shall implement the Contingency Reserve sharing provisions of Appendix B to this Agreement.

VIII. COMPENSATION FOR SERVICES

8.1 (a) The ISO's costs of providing the Services to Manitoba Hydro, excluding Group Administrator services, shall be included in the ISO's operating costs used to

determine the ISO Cost Adder pursuant to Schedule 10 of the ISO Tariff which shall be charged to Transmission Customers under the Parties' respective tariffs in accordance with this Agreement and the ISO Tariff.

(b) In addition, Manitoba Hydro shall pay the ISO such sums equivalent to that which would be paid by Manitoba Hydro if it were a Transmission Owner serving Manitoba Hydro's bundled native load customers under the ISO Tariff and on the same basis as they would become due under the ISO Tariff, provided that all FERC jurisdictional Transmission Owners are required by FERC to make such payments.

8.2 The ISO's costs of providing Group Administrator services shall be paid by Manitoba Hydro on a monthly basis in accordance with Schedule CR-2 of this Agreement.

8.3 Payment of the ISO Cost Adder collected by the ISO from Transmission Customers pursuant to Section 8.1(a) hereof and any payments made by Manitoba Hydro pursuant to Sections 8.1(b) and 8.2 hereof shall be considered full and sufficient compensation to the ISO for performing the Services.

8.4 If Manitoba Hydro terminates this Agreement or if the ISO terminates this Agreement either for default under Article XIII or pursuant to Section 10.2, Manitoba Hydro shall be bound by the provisions of Article Five, subsection II.A of the ISO Agreement as if it were a signatory.

IX. COORDINATING COMMITTEE

9.1 A Coordinating Committee is hereby established. The Coordinating Committee shall only administer this Agreement, excluding Article VII which shall be administered by the Contingency Reserve Sharing Group Committee, and shall not be used as a mechanism to effect changes in the Agreement that would have cost consequences.

9.2 The Coordinating Committee shall be responsible for:

(a) developing and/or adopting procedures for the implementation of the operating and technical requirements of this Agreement, excluding Article VII;

(b) the creation of sub-committees, including an Operating Sub-Committee and a Planning Coordination Sub-Committee, to undertake work related to the implementation of this Agreement;

(c) approval of any terms of reference for such sub-committees, subject to the requirement that any decision made by such sub-committee shall be subject to approval by the Coordinating Committee;

(d) any other matters referred to herein or necessary for implementation, administration or operation of this Agreement, excluding Article VII.

9.3 The ISO and Manitoba Hydro shall each appoint one member to the Coordinating Committee and each Party shall pay the expenses of its member(s) on the Coordinating Committee and any of its sub-committees.

9.4 A Party's Coordinating Committee representative shall be a person of reasonable competency and with such authority as to uphold the decisions made. Subcommittee members appointed by the Coordinating Committee shall be employees of the respective Parties with appropriate qualifications and competency for the tasks that are delegated to them.

9.5 The Coordinating Committee shall meet at least semi-annually.

9.6 Decisions of the Coordinating Committee and its sub-committees shall be unanimous. If a sub-committee is unable to reach consensus on a proposal or other matter, the subcommittee shall present the matter to the Coordinating Committee for further discussion and attempt at resolution at the next meeting of the Coordinating Committee.

9.7 All procedures and decisions of the Coordinating Committee shall be in writing and signed by the Coordinating Committee representatives and shall form part of this Agreement, but shall not be inconsistent with and shall not serve to contradict any terms or conditions of this Agreement in effect at the time of such procedures or decisions being made or developed.

9.8 Subject to consent of the Owners, Manitoba Hydro's representative on the Coordinating Committee shall be considered a voting member of the Owners Committee established pursuant to the ISO Agreement.

9.9 Within thirty days of the effective date of this Agreement, the Coordinating Committee shall establish a Planning Coordination Sub-Committee responsible for the coordination of transmission planning of the Combined Systems pursuant to Article V of this Agreement.

9.10 The Planning Coordination Sub-Committee shall consist of three representatives from each Party. The Parties may from time to time change their respective representatives on the Planning Coordination Sub-Committee and shall fill any vacancy promptly. Written notice of appointments, removals and replacements shall be given by each Party to the other.

9.11 The Planning Coordination Sub-Committee shall meet at least annually, in person at the request of either party, and at such other times agreed to by the Parties either in person or via teleconference.

9.12 Within thirty days of the effective date of this Agreement, the Coordinating Committee shall establish an Operating Sub-Committee responsible for implementing the provisions of this Agreement related to transmission operations.

9.13 The Operating Sub-Committee shall consist of two representatives from each Party. The Parties may from time to time change their respective representatives on the Operating Sub-Committee and shall fill any vacancy promptly. Written notice of appointments, removals and replacements shall be given by each Party to the other.

9.14 The Operating Sub-Committee shall meet at least annually, in person at the request of either party, and shall meet either in person or via teleconference, at such other times agreed to by the Parties.

9.15 The Operating Sub-Committee shall develop operating coordination procedures for adoption by the Coordinating Committee pursuant to Section 9.2 of this Agreement. Such operating coordination procedures shall include, but not be limited to, procedures governing:

(a) Data required pursuant to Sections 3.5 and Appendix A, Section 3;

(b) Methods of transferring data required pursuant to this Agreement;

(c) Coordination of changes to protection systems under the operational control of a Party that may impact the reliable operations of the other Party;

9.16 The Operating Sub-Committee shall develop a list of operating coordination procedures that the Operating Sub-Committee shall review on an annual or seasonal basis.

X. TERM

10.1 Subject to Sections 4.2 and 10.2 of this Agreement, this Agreement shall continue in effect until the earlier of:

10.1.1 termination for default in accordance with Article XIII; or

10.1.2 termination upon 12 months written notice by either Party.

10.2 Notwithstanding the foregoing, this Agreement is conditional upon each Party's ability under Canadian Law and U.S law to satisfy their obligations hereunder and is entered into in reliance upon the terms and conditions of the ISO Agreement, ISO Tariff and Manitoba Hydro Tariff in effect as of the effective date of this Agreement. If there is any change to the ISO Agreement, ISO Tariff, the Manitoba Hydro Tariff, Canadian Law or U.S., law or U.S. regulatory order that would affect: 1) either Party's ability to satisfy its obligations hereunder, or 2) the substance of a Party's obligations hereunder, the Parties shall enter into good faith negotiations to amend this Agreement, provided that the Party disadvantaged by any such change, shall have the right to terminate this Agreement on no less than sixty days notice. The ISO shall provide Manitoba Hydro with timely written notice of any changes to the ISO Agreement, ISO Tariff, U.S. laws or U.S. regulatory orders that affect performance or the substance of the ISO's obligations under this Agreement. Manitoba Hydro shall provide the ISO with timely written notice of any changes in the Manitoba Hydro Tariff or Canadian Law that affect performance of or the substance of Manitoba Hydro's obligations hereunder.

10.3 Upon termination of this Agreement, Manitoba Hydro and the ISO shall each remain responsible for any financial obligations incurred under this Agreement prior to termination until completion of any such obligation.

XI. INDEMNITIES AND ASSUMPTION OF LIABILITY

11.1 The ISO shall indemnify and hold Manitoba Hydro harmless from and against all claims, costs, expenses, liabilities, obligations, losses or damages, paid or incurred by Manitoba Hydro arising out of or related to the ISO's performance or neglect of its obligations under this Agreement, except in cases where and only to the extent that the negligence or intentional wrongdoing of Manitoba Hydro contributes to the claimed loss, damage, liability, cost or expense.

11.2 Manitoba Hydro shall indemnify and hold the ISO harmless from and against all claims, costs, expenses, liabilities, obligations, losses or damages, paid or incurred by the ISO arising out of or related to Manitoba Hydro's performance or neglect of its obligations under this Agreement, except in cases where and only to the extent that the negligence or intentional wrongdoing of the ISO contributes to the claimed loss, damage, liability, cost or expense.

11.3 Manitoba Hydro shall accept and abide by Article Four, Section II, paragraph D of the ISO Agreement as if it were a signatory to that agreement and the Owners under the ISO Agreement agree to provide Manitoba Hydro the same protections under that paragraph provided to all signatories.

XII. INSURANCE

12.1 The ISO shall obtain and maintain in full force and effect at all times during the term of this Agreement, professional liability insurance (errors and omission) through insurance policies with authorized insurance companies in such amounts and for such coverage and upon such terms conforming to standard commercial practice. The ISO shall supply Manitoba Hydro with a Certificate of Insurance and shall be responsible for any deductible amounts under the policy.

XIII. DEFAULT

13.1 The ISO shall be deemed to be in default if the ISO fails to compensate Manitoba Hydro for all amounts due to Manitoba Hydro pursuant to this Agreement for ninety (90) days.

13.2 Manitoba Hydro shall be deemed to be in default if Manitoba Hydro fails to compensate the ISO for all amounts due to the ISO pursuant to this Agreement for ninety (90) days.

13.3 If a default is deemed to have occurred under this Section, upon providing 30 days written notice, the non-defaulting party may terminate this Agreement.

XIV. GENERAL

14.1 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Canadian Law. The Parties agree to the exclusive jurisdiction of the Manitoba Court of Queen's Bench and the Manitoba Court of Appeal for the resolution of disputes arising from this Agreement which are not resolved by arbitration pursuant to Article XV hereof.

14.2 Headings

Headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.

14.3 Severability

Any provision of this Agreement that is declared or rendered unlawful by a court of law, or deemed unlawful because of statutory change, will not otherwise affect the lawfulness, enforceability and applicability of the remaining provisions of this Agreement. The Parties will use their best efforts to agree on the replacement of the unlawful provision(s) with legally acceptable clauses that correspond as closely as possible to the purpose of the affected provision(s) and this Agreement as a whole. If the Parties are unable to reach agreement on a change to a material provision, either party may terminate this Agreement effective immediately.

14.4 Inspection and Auditing

The ISO shall grant Manitoba Hydro, its employees or agents, such access to the books and records of the ISO as is necessary to verify compliance by the ISO with this Agreement and to audit and verify the calculation of the ISO Cost Adder and any other financial transactions

pursuant to this Agreement. Such access shall be at reasonable times and upon reasonable notice.

14.5 Notice of Claims

Each Party shall promptly notify the other Party of claims, demands or actions which may result in a claim for indemnity. Failure to notify shall not relieve a Party from liability unless and then only to the extent that such failure results in the forfeiture by such Party of a substantial right or defence. No settlement of any claim which may result in a claim for indemnity shall be made by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. A Party shall not be liable under this Agreement in respect of any settlement of a claim unless said Party has consented in writing to such settlement.

14.6 Assignment

This Agreement shall not be assigned by a Party without the written consent of the other Party.

14.7 Waiver of Default

The failure on the part of either party to exercise or enforce any right conferred upon it under or pursuant to this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

14.8 Force Majeure

The Parties shall not be responsible or liable to each other for any loss or damage resulting from failure to perform obligations hereunder as a result of any cause beyond their control which could not have been reasonably foreseen and which could not have reasonably been avoided, including but not limited to, acts of God, strikes, injunctions, breakdowns or repairs. The Parties shall be prompt and diligent in removing, if practicable, the cause of such failure to perform after said cause has been removed; however a Party shall not be obligated to agree to any settlement of a strike or labour dispute which, in that Party's sole opinion, may be inadvisable or detrimental.

14.9 Entire Agreement

Subject to Section 9.7, this Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written proposals and communications pertaining hereto. There are no representations, conditions, warranties or agreements, express or implied, statutory or otherwise, with respect to or collateral to this Agreement other than contained herein or expressly incorporated herein.

14.10 Amendments

No amendments, addition to or modification of any provision of this Agreement shall be binding upon either Party, and neither Party shall be deemed to have waived any provision hereof or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by duly authorized representatives of Manitoba Hydro and the ISO.

14.11 Notices

14.11.1 Any notice, demand, request or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, electronic mail, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid to:

Manitoba Hydro:
360 Portage Ave
WINNIPEG, MB R3C 0G8
Canada
ATTENTION: Vice-President – Operations Business Unit

ISO:
Midcontinent Independent System Operator, Inc.
720 City Center Drive
CARMEL, IN 46032-3826
U.S.A.
ATTENTION: General Counsel
misolegal@misoenergy.org

14.11.2 Delivery of any such notice, request or communication shall be deemed received upon actual receipt by the Party to whom addressed, or at least three business days after being sent.

14.11.3 The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice by either Party.

14.12 Confidentiality

Any data submitted by Manitoba Hydro to the ISO pursuant to Section 3.5 and Appendix A of this Agreement shall be deemed confidential and shall not be disclosed by the ISO to a third party without the prior written consent of Manitoba Hydro, except as authorized herein or required by NERC Reliability Standards. Notwithstanding the foregoing, this obligation of confidentiality does not extend to data which is required to be disclosed by subpoena, applicable law or a directive of a court, or administrative agency or arbitrator that has jurisdiction over such data. Notwithstanding the foregoing, the Parties acknowledge that FERC does not have jurisdiction over Manitoba Hydro's data regarding its Canadian Transmission Facilities provided to the ISO pursuant to this Agreement. The ISO agrees to provide Manitoba Hydro with prompt written notice of a request or requirement for disclosure in order to: (a) enable Manitoba Hydro to seek injunctive relief, a protective order or other remedy; and/or (b) consult with the ISO regarding steps to resist or narrow the scope of such request or legal process. In the event that the confidential data becomes subject to disclosure, the ISO agrees to furnish only that portion of the confidential data which the ISO's legal counsel advises is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded to such data. In addition, the ISO shall ensure that its employees, subcontractors and agents to whom confidential data is exposed agree to be bound by the provisions of this Section 14.12 and the ISO shall be liable for any breach of this Section by its employees, subcontractors and agents.

XV. DISPUTE RESOLUTION

15.1 Condition Precedent to Arbitration

Prior to initiation of arbitration or legal proceedings, any controversy, claim or dispute regarding an alleged breach of this Agreement shall be first submitted to the Coordinating Committee for review and decision. If the controversy, claim or dispute is not resolved within 30 calendar days after submission to the Coordinating Committee, it shall be referred in writing by the Coordinating Committee to the Executive Officers of the Parties, as specified in Section 14.11 of this Agreement, who shall meet for the purpose of discussing and resolving the controversy,

claim or dispute to the satisfaction of the Parties. Any decision by the Executive Officers to resolve a controversy, claim or dispute must be unanimous. If the controversy, claim or dispute is not resolved within 30 calendar days after referral to the Executive officers, either Party with the consent of the other Party, may proceed to arbitration, in accordance with Sections 15.2 through 15.10 hereof.

15.2 Initiation

Arbitration proceedings must be initiated within 120 calendar days of the date the controversy, claim or dispute was first submitted to the Coordinating Committee and shall be initiated by written notice to the other Party setting forth the point or points in dispute. Unless otherwise agreed to in writing by the Parties, failure to initiate arbitration within such 120 day period shall be deemed a waiver of the right to arbitrate that controversy, claim or dispute. Provided however, that any such waiver shall not preclude a Party from initiating arbitration proceedings in respect of a similar claim, controversy or dispute based on facts which arise subsequent to the date the controversy, claim or dispute was first submitted to the Coordinating Committee.

15.3 Arbitration Proceedings

For greater clarity and certainty, arbitration shall not be available to anyone who is not a Party to this Agreement, and an agreement by the Parties to arbitrate shall not preclude a Party from seeking contribution, indemnification or damages from the other Party in proceedings instituted by third parties in courts of competent jurisdiction. Unless otherwise agreed or specified herein, the arbitration shall be conducted in Winnipeg, Manitoba before three arbitrators and shall be conducted in accordance with *The Arbitration Act* of Manitoba (Chapter A120 of the Consolidated Statutes of Manitoba as amended and then in effect). All arbitrators shall be competent by virtue of education and experience in the particular matter subject to arbitration. The arbitrators shall require witnesses to testify under oath administered by a duly qualified person. The arbitrators shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this Agreement insofar as shall be necessary to determine the particular matter subject to arbitration. The arbitrators shall not have jurisdiction or authority to add to, detract from, or alter the provisions of this Agreement or any applicable law or rule of civil procedure. The arbitrators shall have the power to order specific performance under any and all provisions of this Agreement and no Party can avoid specific performance based on an argument that the other Party has an adequate remedy at law.

15.4 Jurisdiction

The arbitrators may rule on their own jurisdiction, including any objections with respect to the existence or validity of an agreement to arbitrate. If a Party disputes the authority or jurisdiction of the arbitrators, the Party shall notify the other Party as soon as the matter alleged to be beyond the authority or jurisdiction of the arbitrators is raised during the arbitration proceedings. The arbitrators may rule on the issue as to whether or not they have the authority or jurisdiction in dispute, either as a preliminary question or in an award on the merits.

15.5 Discovery

Each Party shall have the rights of discovery in accordance with the applicable rules of *The Arbitration Act* of Manitoba. All issues subject to discovery shall be determined by order of the arbitrators upon motion made to them by either Party. When a Party is asked to reveal material which the Party considers to be proprietary information or trade secrets, the Party shall bring the matter to the attention of the arbitrators who shall make such protective orders as are reasonable and necessary or as otherwise provided by law.

15.6 Continuation of Performance

Pending the final decision of the arbitrators, the Parties agree to diligently proceed with the performance of all obligations, including the payment of all sums required by this Agreement. Interest shall accrue at the Agreed Interest Rate and shall be compounded daily on all overpayments and underpayments which occur pending resolution of a controversy, claim or dispute.

15.7 Costs

All fees, costs and expenses of the arbitrators and the Parties incurred in connection with the arbitration shall be allocated between the Parties by the arbitrators. The nature of the dispute and the outcome of the arbitration shall be factors considered by the arbitrators when allocating such fees, costs and expenses. Fees, costs and expenses to be allocated shall include the Party's own employees, expert consultants and legal fees, the costs of exhibits and other incidental costs.

15.8 Enforcement

Any decision (including orders arising out of disputes as to the scope or appropriateness of a request for, or a response to, discovery) of an arbitrator may be enforced in a court of competent jurisdiction. All costs of enforcing an arbitral decision including court costs and attorney's fees (on a party and party basis) and disbursements shall be paid by the Party in default or in error. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction.

15.9 Correction and Interpretation of Award; Additional Award

Within 30 calendar days after receipt of an award, a Party, with notice to the other Party, may request the arbitrators to correct in the award any errors in computation, any clerical or typographical errors or any errors of similar nature, or may request the arbitrators to give an interpretation of a specific point or a part of the request. The interpretation shall form part of the award. The arbitrators may correct any error as herein-before referred to on their own initiative within 30 calendar days after the date of an award. In addition, within 30 calendar days after receipt of an award, a Party with notice to the other Party, may request the arbitrators to make an additional award as to claims presented in the arbitration but omitted from the award. If the arbitrators consider the request to be justified, they shall make an additional award within 60 calendar days after receipt of the request. The arbitrators may extend, if necessary, the period of time within which it shall make a correction, interpretation or an additional award.

15.10 Survival

The provisions of this Article shall survive beyond the term of this Agreement.

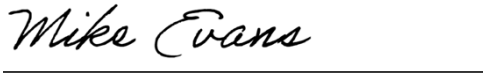
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested to by the signatures of their respective duly authorized officers on the day and date first above written.

SIGNED, SEALED AND DELIVERED

MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

By: (JCB 2/19/26)
Name: Aubrey Johnson
Title: Vice President, System Planning and Competitive Transmission
Date: February 19, 2026

MANITOBA HYDRO

By: 
Name: Mike Evans
Title: Director, System Operations
Date: February 19, 2026

Appendix A

RELIABILITY COORDINATOR RESPONSIBILITY

1. Interpretation

1.1 Capitalized terms used in this Appendix A and not otherwise defined in Article I of this Coordination Agreement shall have the meanings specified in the NERC "Glossary of Terms Used in Reliability Standards" as revised from time to time.

2. Reliability Coordinator Responsibilities

2.1 As Reliability Coordinator for Manitoba Hydro, the ISO shall have the authority to monitor and direct Manitoba Hydro's actions with respect to Manitoba Hydro's Canadian Transmission Facilities ("Manitoba Transmission Facilities") as provided in Section 2 of this Appendix, in order to preserve the integrity and reliability of the Bulk Electric System.

Notwithstanding the foregoing, the Parties acknowledge that Manitoba Hydro may also monitor the Manitoba Transmission Facilities.

2.2 The ISO shall monitor, on a continuous basis and direct actions with respect to the Manitoba Transmission Facilities, so as to ensure that operating parameters are maintained within NERC and regional reliability limits.

2.3 The ISO shall periodically perform load-flow and stability studies of the Manitoba Facilities to identify and address reliability problems.

2.4 The ISO shall be responsible for the exchange of operating information related to the Manitoba Transmission Facilities with adjoining Reliability Coordinators and other operating entities within the ISO's Reliability Coordinator Area that require Manitoba Hydro's operational data for reliability-related purposes or for calculation of ATC and its components.

2.5 The ISO shall develop, for approval by the NERC Operating Committee, a regional reliability plan and procedures for responding to emergencies which include the Manitoba Transmission Facilities.

2.6 For the purposes of mitigating an IROL or SOL violation so as to return the Bulk Electric System to a reliable state, the ISO shall have authority to direct Manitoba Hydro to:

(a) redispatch generation;
(b) reconfigure transmission, including the rescheduling of transmission outages;
(c) manage interchange transactions;
(d) reduce system demand.

2.7 Actions directed by the ISO pursuant to Section 2.6 shall be consistent with Operating Guides for the Manitoba Transmission Facilities.

2.8 The ISO shall have a Reliability Coordinator Area restoration plan that provides coordination between the restoration plans of Manitoba Hydro and other transmission operators and that ensures that reliability is maintained during system restoration events.

2.9 The ISO shall monitor Manitoba Hydro's restoration progress when implementing Manitoba Hydro's system restoration plan and shall coordinate any assistance needed by Manitoba Hydro.

2.10 The ISO shall act in the interests of reliability for the overall Reliability Coordinator Area and the Interconnection, rather than any individual entity.

3. Manitoba Hydro Responsibilities

3.1 Manitoba Hydro shall have responsibility for taking actions with respect to the Manitoba Transmission Facilities, so as to maintain the reliability of the Bulk Electric System in a manner consistent with NERC and applicable regional reliability requirements.

3.2 All actions taken by Manitoba Hydro pursuant to Section 3.1 shall be consistent with Operating Guides.

3.3 Manitoba Hydro shall be responsible for developing, maintaining and implementing a set of plans to mitigate operating emergencies.

3.4 Manitoba Hydro shall be responsible for developing a system restoration plan for the Manitoba Transmission Facilities that is consistent with the ISO's Reliability Coordinator Area system restoration plan, provided that such consistency: (a) does not endanger the supply of electricity in Manitoba; (b) does not endanger equipment or physical safety; (c) does not contravene Canadian law or regulatory orders.

3.5 Manitoba Hydro shall provide the ISO with all of Manitoba Hydro's operational data required by the ISO to perform its role as Reliability Coordinator as described in this Appendix A.

3.6 Upon request, Manitoba Hydro shall provide to other Balancing Authorities and Transmission Operators, operating data necessary to allow the Balancing Authorities and Transmission Operators to perform operational reliability assessments and to coordinate reliable operations.

3.7 Manitoba Hydro shall provide the ISO with a document defining the criteria used by Manitoba Hydro in developing its Operating Guides.

3.8 Manitoba Hydro shall take such action with respect to the Manitoba Facilities as directed by the ISO pursuant to Section 2.6 and Operating Guides for the MHEX, SPC and IESO interfaces within 30 minutes of receiving direction from the ISO, unless such actions would endanger safety or equipment or violate Canadian Law or regulatory requirements. Under these circumstances, Manitoba Hydro shall immediately inform the ISO of its inability to perform the directive so that the ISO may implement alternate remedial actions.

3.9 Manitoba Hydro shall obtain approval of the ISO before taking out of service or reconnecting the Manitoba Transmission Facilities, except where doing so would endanger the safety of employees or the public or would cause damage to facilities or the environment.

Appendix B

CONTINGENCY RESERVE SHARING

1. Formation of Reserve Sharing Group

1.1 The Parties elect to fulfill their NERC Contingency Reserve obligations as a Reserve Sharing Group, referred to herein as the "MISO-MBHydro Contingency Reserve Sharing Group" or "MISO-MBHydro CRSG." Accordingly, the Parties shall collectively maintain, allocate and supply Contingency Reserve required for each Party's use in recovering from Contingencies or Disturbances occurring on the transmission systems operated by either Party in accordance with the provisions of this Appendix B.

2. Establishment and Responsibilities of Contingency Reserve Sharing Group Committee

2.1 The Contingency Reserve Sharing Group Committee ("CRSGC") is hereby established to implement and oversee the operation of the MISO-MB Hydro CRSG in compliance with applicable NERC Reliability Standards, Regional Entity ("RE") requirements and this Appendix.

2.2 The CRSGC shall be composed of one primary member and one alternate member representing each of the Parties.

2.3 The CRSGC shall meet at least once annually, and at such other times as agreed to by the CRSGC.

2.4 Meetings shall be held in person or by teleconference.

2.5 The CRSGC shall act solely by written resolutions agreed to by both Parties.

2.6 The CRSGC has the following duties and responsibilities under this Agreement:

2.6.1 Development and revision, from time to time, of Operating Protocols necessary for the implementation of the RSG provisions of this Agreement. The Operating Protocols shall include, but not be limited to the following:

(i) the criteria for Contingency Resources, including any limitations imposed on interruptible load;
(ii) specification of the Reserve Sharing Group Reportable Disturbance;
(iii) requirements related to the deliverability of Contingency Resources;
(iv) specification of the permissible mix of Operating Reserve - Spinning and Operating Reserve - Supplemental for a Party's Contingency Reserve Requirement;

(v) the procedures for initiating a Contingency Reserve Activation;
(vi) the procedures for apportioning NERC penalties and/or sanctions between the Parties for MISO-MB Hydro CRSG violations of NERC Reliability Standards.

2.6.2 Reviewing the total Contingency Reserve Obligation of the MISO-MB Hydro CRSG and its allocation among the Parties in accordance with applicable NERC Reliability Standards, to determine if any adjustments are necessary.

2.6.3 Ensuring that Appendix B of this Agreement and any Operating Protocols developed by the CRSGC are consistent with applicable NERC and RE standards. The CRSGC shall review proposed new and revised NERC and RE requirements and implement or recommend implementation of amendments to this Appendix and/or the Operating Protocols to reflect those requirements.

2.6.4 Overseeing the activities of the Group Administrator.

2.6.5 Review and approval of the budget of the Group Administrator and the costs to be recovered pursuant to Schedule CR-2. No later than December 31 of each year, the RSGC shall recommend to the Group Administrator any changes to the budget for the next January 1 to December 31 twelve-month period, and Schedule CR-2 hereof shall be modified accordingly, subject to the receipt of any required regulatory approvals.

3. Reserve Sharing Obligations

3.1 The Contingency Reserve Obligation of the MISO-MB Hydro CRSG shall be 1900 MWs unless specified otherwise in the NERC Disturbance Control Standard as a result of non-compliance with DCS.

3.2 Each Party shall maintain during each hour, its allocation of Contingency Reserve in an amount equal to or greater than its Contingency Reserve Requirement. The Contingency Reserve Requirement for the ISO shall be 1758 MWs and the Contingency Reserve Requirement for Manitoba Hydro shall be 142 MWs. If the Contingency Reserve Obligation is changed as set forth in Section 3.1, the Parties shall determine each Party's adjusted Contingency Reserve Requirement as set forth in the Operating Protocols.

3.3 Each Party shall maintain its allocation of Contingency Reserve through providing or arranging for Contingency Resources that are capable of supplying that Party's Contingency Reserve Requirement on a firm basis, without interruption for economic conditions, and with such other characteristics as set forth in the Operating Protocols.

3.4 The Parties shall not both count the same Contingency Resources, or portion thereof, as Contingency Reserve.

3.5 Each Party shall ensure that their Contingency Resources are deliverable to the Point of Delivery, as specified in Section 3.1 of Schedule CR-1, through applicable arrangements specified in the Operating Protocols.

3.6 A Party supplying Emergency Energy during a Contingency Reserve Activation shall provide or arrange for Network Integration Transmission Service or Firm Point-to-Point Transmission Service to the Point of Delivery, as specified in Section 3.1 of Schedule CR-1.

3.7 Each Party shall respond to a Contingency Reserve Activation by delivering its Contingency Resources to the Contingent System on the terms and conditions set forth in the Operating Protocols.

3.8 Each Party shall pay the other Party for Emergency Energy supplied as a result of the deployment of the other Party's Contingency Resources, pursuant to Schedule CR-1 of this Agreement.

3.9 The Disturbance Recovery Period shall be 15 minutes.

3.10 DCS compliance shall be reported using ACE values as permitted by NERC Standard BAL-002-0, Requirement 5.1 or 5.2.

3.11 Each Party shall adhere to the provisions of the Operating Protocols, developed by the CRSGC, and as duly amended from time to time.

3.12 Each Party shall have or make arrangements for the necessary metering and data recording capability as determined by the CRSGC to measure Contingency Reserve deployment and adherence to applicable NERC Reliability Standards or RE requirements.

3.13 A Party to this Agreement may have a different Balancing Authority provide its Contingency Reserve Requirement, and/or may enter into other reserve sharing arrangements in addition to this Agreement if agreed to by the CRSGC.

3.14 The parties acknowledge that as of the effective date of this Appendix B, the most severe Contingency is 1621.4 MW.

4. Group Administrator

4.1 The ISO shall perform the services of Group Administrator to assist the Parties in implementing the provisions of this Appendix B and the Operating Protocols.

4.2 The duties of the Group Administrator shall be determined by the CRSGC and shall include, but not be limited to:

(i) Maintaining a secure and reliable software application (ARS System) for the entry of a request for Contingency Reserve Activation; such application shall provide information on Contingency Reserve levels in real-time;
(ii) Implementing changes to the software application so as to fulfill the requirements of this Appendix B and the Operating Protocols;
(iii) Collecting and maintaining data necessary to perform the Group Administrator's duties including, but not limited to, data regarding the most severe single contingency, and ARS System data;
(iv) Collecting and reviewing real-time data from each Party to make an initial determination, subject to CRSGC review, of the amount and allocation of any NERC penalties;
(v) Keeping financial records, and invoicing and collecting any costs and charges due from and to the Parties pursuant to this Appendix B, and distributing those funds in accordance with this Agreement;
(vi) Performing forecasts, studies, or analyses required to administer the provisions of this Appendix B and the Operating Protocols as directed by the CRSGC;
(vii) Supporting the development and implementation, with the participation of the CRSGC, of training programs, the relevant manuals describing the practices, rules and procedures for the operation, planning, and accounting requirements of the CRSG;
(viii) Calculating the MISO-MB Hydro CRSG's compliance with NERC Disturbance Control Standard, for approval by the CRSGC, and reporting approved calculations to NERC and, if applicable, the RE;
(ix) Billing and settlement of charges for Emergency Energy and associated delivery costs pursuant to Schedule CR-1 of this Agreement, including the collection of revenue for Emergency Energy and associated delivery costs from the Contingent System, collection of billing determinants from the Parties to determine revenue distribution, and dispersing the revenue to the Delivery System;
(x) Assisting in preparing responses relating to the MISO-MBHydro CRSG including, but not limited to, compliance audits and inquires from third parties.

4.3 The ISO's costs of performing the functions of Group Administrator pursuant to Section 4.2 hereof shall be allocated to and recovered from the Parties pursuant to Schedule CR-2 attached hereto and incorporated herein by this reference.

5. Billing and Payment

5.1 The Group Administrator shall issue invoices to the Parties: (i) periodically, setting forth any amounts due from or to that Party as a result of any charges imposed for Contingency Reserve Activation pursuant to Schedule CR-1 of this Agreement; and (ii) monthly, setting forth that Party's share of any costs related to Group Administrator services allocated to that Party pursuant to Schedule CR-2 to this Agreement.

5.2 Promptly after each Contingency Reserve Activation, the Group Administrator shall prepare, or cause to be prepared, and, within fifteen (15) days of the end of the calendar month in which such transaction occurs, render to the Party requesting Contingency Reserve Activation ("Contingent System") an invoice for any amounts payable to the Party that has deployed Contingency Resources ("Delivery System") hereunder.

5.3 All invoices issued to a Party under this Appendix B shall be due and payable in immediately available same-day funds, in accordance with the invoice instructions, within seven (7) days following the Party's receipt of the invoice. If such a day is not a banking day, then payment is due and payable on the first banking day common to the Parties following the due date. Each Party shall make payments by electronic funds transfer in the currency of the United States of America, or by other mutually agreeable method(s), to the account designated by the Group Administrator.

5.4 If the rendering of an invoice hereunder is unavoidably delayed, the Group Administrator may issue an interim invoice based on estimated charges. Each final invoice shall be subject to adjustment for any errors in calculation, meter readings, estimating or otherwise. Any such adjustments shall be made as promptly as practical, but in no event later than six months after issuing the invoice.

5.5 If no mutual debts or payment obligations under this Appendix B exist and only one of the Parties owes a debt or obligation under this Appendix B to the other Party during the billing period, including, but not limited to, any payment or credits, that Party shall pay such sum in full when due.

5.6 Any amount not paid by the due date shall be deemed delinquent.

5.7 If a Party objects to all or a portion of any invoice issued pursuant to Section 5.1 of this Appendix, that Party shall, on or before the date payment of the invoice is due, pay the full amount of the invoice and give notice to the invoicing Party, within thirty (30) days from the date the invoice is rendered, setting forth in specific details the basis for its objection and the amount thereof in dispute. The authorized officers of the Parties, or their designees, shall use their best efforts to develop a solution to the billing dispute. The authorized officers may submit the billing dispute to the dispute resolution procedures set forth in Article XV of this Agreement. If the objection is upheld resulting in a refund, the disputing Party shall receive interest upon such amount at the Agreed Interest Rate from the date payment was received until the date upon which refund is made. Any refunds will be paid, with interest, on or before the thirtieth (30th) day following the date an agreement or determination is reached. If such a day is not a banking day, then payment is due and payable on the first banking day common to the Parties following the due date.

5.8 Notwithstanding any other provision of this Appendix B, the ISO Tariff shall govern the billing and payment terms for all amounts owing as between the ISO and its Market Participants for Transmission Service provided by the ISO and for Energy and Operating

Reserves Market transactions administered by the ISO to fulfill its obligations under this Agreement.

SCHEDULE CR-1
CONTINGENCY RESERVE ACTIVATION CHARGES

1. Emergency Energy

The rate to be charged by each Party when supplying Emergency Energy during a Contingency Reserve Activation shall be the rate as stated in this Schedule CR-1 as such rate may be changed from time to time, subject to regulatory approval where required by a Party.

1.1 The rate for Emergency Energy supplied by the ISO to Manitoba Hydro from the Energy and Operating Reserve Markets shall be the hourly LMP at the MHEB Interface CP Node plus $50.00 per megawatt hour of Emergency Energy supplied.

1.2 The rate for Emergency Energy supplied by Manitoba Hydro to the ISO (for and on behalf of its Market Participants), shall be the hourly LMP at the MHEB Interface CP Node plus $50.00 per megawatt hour of Emergency Energy supplied.

1.3 Quantities of Emergency Energy shall be accounted for in whole megawatt hours.

2. Transmission Service

2.1 In addition to the charges outlined above, the Contingent System shall pay any applicable Transmission Service charges incurred by the Delivery System for delivering Emergency Energy to the Point of Delivery, including charges for losses, if any.

3. Point of Delivery

3.1 The Point of Delivery for Emergency Energy shall be the Canada-United States international border.

SCHEDULE CR-2
COST RECOVERY FOR GROUP ADMINISTRATOR SERVICES

1.0 Manitoba Hydro shall pay the lesser of $3,000.00/month, or fifty percent (50%) of the ISO's annual RSG Administration Costs, as defined in section 2.0 hereof. The ISO shall pay the remainder. The Parties agree to negotiate in good faith adjustments to these cost sharing provisions, in the event of unanticipated increases in RSG Administration Costs.

2.0 RSG Administration Costs shall include the operating costs incurred by the Group Administrator on behalf of the MISO-MB Hydro CRSG to implement the terms and conditions of Appendix B to this Agreement and Operating Protocols. Such costs shall include software and hardware maintenance costs. RSG Administration Costs do not include software and hardware capital costs required to implement the terms and conditions of Appendix B to this Agreement and the Operating Protocols.

3.0 Cost recovery for capital projects undertaken by the Group Administrator shall be determined by the RSGC in advance of the proposed project.