

Term Sheet

Manitoba Hydro and Wisconsin Public Service

March 2008



• **CLEAN** • **RELIABLE**
• **RENEWABLE**



WHEREAS, this Term Sheet summarizes the principal terms of the potential definitive agreements for the 500 MW System Participation Power Sale and the Manitoba Import Transaction and the transmission-related arrangements referred to therein; and

WHEREAS, WPS and MH would discuss renewal or extension of the 500 MW System Participation Power Sale and the Manitoba Import Transaction reasonably far in advance of the expiry of the term of each of the definitive agreements for the 500 MW System Participation Power Sale and the Manitoba Import Transaction, respectively, and in any event by no later than June 1, 2025.

SECTION 1: 500 MW System Participation Power Sale

Buyer: WPS

Seller: MH

Term:

14 years - June 1, 2018 through to May 31, 2032 (in this Section 1, the “Contract Term”).

WPS and MH would discuss renewal or extension of the 500 MW System Participation Power Sale reasonably far in advance of the expiry of the Contract Term.

Capacity Quantity:

Linked to actual generation and transmission in-service dates.

Capacity Quantity Table 1	
Dates	MW of Capacity
June 1, 2018 to May 31, 2019	150 MW
June 1, 2019 to May 31, 2020	300 MW
June 1, 2020 to May 31, 2030	500 MW
June 1, 2030 to May 31, 2032	250 MW

Product:

System Participation Power product is similar to Mid-Continent Energy Marketers Association (“MEMA”) dated December 2, 2003 Schedule Q, MAPP Product K, System Participation Interchange Service. System Participation Power does not include planning reserves.

Energy Quantity:

The energy quantity shall be comprised of Guaranteed Energy, Weekend Energy and Supplemental Energy.

Guaranteed Energy

The Guaranteed Energy quantity for each day Monday through Friday, excluding NERC holidays, shall be the applicable capacity quantity referred to in Capacity Quantity Table 1 multiplied by 16 hours and scheduled equally over 16 consecutive hours from HE 7:00 through HE 22:00 Central Prevailing Time (“CPT”) (“On-Peak”).

The Guaranteed Energy is a “must-take” quantity of energy.

Weekend Energy

The Weekend Energy quantity for each Saturday, Sunday and NERC holiday shall be the applicable capacity quantity referred to in Capacity Quantity Table 1 multiplied by 16 hours and scheduled equally over 16 consecutive hours from HE 7:00 through HE 22:00 CPT.

The Weekend Energy is a “must-take” quantity of energy, but is subject to Adverse Water Conditions.

Supplemental Energy

Supplemental Energy, when determined by MH in its sole discretion to be available, may be purchased by WPS up to the applicable capacity quantity referred to in Capacity Quantity Table 1. Scheduling and other terms are to be by mutual agreement.

Guaranteed Energy, Weekend Energy and Supplemental Energy

MH in its sole discretion has the right, but not the obligation, to supply part or all of the Guaranteed Energy, Weekend Energy and Supplemental Energy from third party purchases and/or energy markets available to MH, subject only to MH complying with its Resource Mix Commitment.

MH has the right but not the obligation to settle financial obligations between MH and WPS pursuant to this Section 1 by utilizing any market settlement mechanisms that are available to it, such as fixed Financial Bilateral Transaction (as defined by MISO) schedules to serve Guaranteed Energy, Weekend Energy and Supplemental Energy. WPS shall cooperate reasonably with MH to facilitate using these market settlement mechanisms.

Energy Price - Guaranteed Energy

The energy price for the Guaranteed Energy shall be determined according to the following formula:

[Trade Secret Begin

Trade Secret End]

Notwithstanding the application of the escalator **[Trade Secret Trade Secret End]** the energy price for the Guaranteed Energy in any contract year shall never be less than US **[Trade Secret Begin** .

Trade Secret End]

Energy Price – Weekend Energy

The energy price for the Weekend Energy shall be **[Trade Secret Begin**

Trade Secret End]

Energy Price – Supplemental Energy

The energy price for Supplemental Energy will be **[Trade Secret Begin**

Trade Secret End]

Delivery Point:

The delivery point is at the point or points where MH’s major transmission facilities cross the international boundary between the province of Manitoba and the United States of America (the “Delivery Point”). For greater clarity, the Delivery Point is currently described by MISO as the MISO MHEB interface node. The Delivery Point is the location where the title to and risk of loss of the energy transfers from MH to WPS.

MH and WPS shall have the right to change the Delivery Point upon mutual agreement, provided that any Party receiving a request from the other Party to change the Delivery Point must act reasonably in responding to such request.

Transmission:

The Parties acknowledge that the 500 MW System Participation Power Sale is contingent upon a new transmission interconnection with additional transfer capability of at least **[Trade Secret Begin** **Trade Secret End]** south and at least **[Trade Secret Begin** **Trade Secret End]** north (the “New Transmission Interconnection”) at the Delivery Point. The New Transmission Interconnection (together with the MH-WPS 100 MW existing transmission service rights) must be sufficient to supply, as firm transmission service, the 500 MW of System Participation Power from MH to WPS and must also be sufficient to supply, as firm transmission service, an additional **[Trade Secret Begin** **Trade Secret End]** at the Delivery Point from MH to such other point or points, as the Parties may mutually agree upon. The New Transmission Interconnection must also be sufficient to supply, as firm transmission service, the 500 MW of power product referred to in Section 2 of this Term Sheet from WPS to MH, and must also be sufficient to supply, as firm transmission service, an additional **[Trade Secret Begin** **Trade Secret End]** of energy to MH from such entity or entities as are referred to below. The Parties further acknowledge, however, that the New Transmission Interconnection shall not be required to increase the line voltage or to add transmission lines between MH and WPS beyond what is necessary to establish **[Trade Secret Begin** **Trade Secret End]** of additional south transmission, but all other transmission improvements necessary to maximize the northbound transmission to an additional **[Trade Secret Begin** **Trade Secret End]** north shall be included in the New Transmission Interconnection.

WPS and MH shall negotiate with the intent of entering into an agreement (together with such other entity or entities as WPS and MH shall mutually agree upon) on mutually

acceptable terms concerning facilities studies coordination matters (“Facilities Studies Coordination Agreement”) including for the coordination of the joint studies required for the New Transmission Interconnection. The Facilities Studies Coordination Agreement will include but not be limited to provisions to be negotiated related to: (i) the allocation of the study costs between the entities that enter into that agreement; (ii) the process for obtaining the required studies with a planned in-service date for the New Transmission Interconnection of June 1, 2018; (iii) with respect to certain of the conditions precedent in Section 3 paragraph 4, an identification of which Party or Parties shall be allowed to rely upon a failure of the condition as a basis for terminating, or not entering into, the Agreements; and (iv) payment of fees and costs (the quantum of which would be part of and subject to the negotiations) to MH in the event that certain of the conditions precedent in Section 3 paragraph 4 are not satisfied (as to which conditions precedent would require payment of fees and costs would also be part of and subject to the negotiations). The Facilities Studies Coordination Agreement may also include, subject to negotiations of the Parties regarding transmission-related matters, provisions related to payment of fees and costs (the quantum of which would be part of and subject to the negotiations) to WPS in the event that certain of the conditions precedent in Section 3 paragraph 4 are not satisfied (as to which conditions precedent would require payment of fees and costs would also be part of and subject to the negotiations).

Subject to the timely satisfaction of the conditions precedent referred to in Section 3, paragraphs 4 (v) and 4 (vi) of this Term Sheet, WPS and MH shall negotiate and enter into an agreement (together with such other entity or entities that entered into the Facilities Studies Coordination Agreement) on mutually acceptable terms concerning facilities construction coordination matters (“Facilities Construction Coordination Agreement”) for the coordination of the construction of the New Transmission Interconnection by the parties thereto. The Facilities Construction Coordination Agreement would be entered into once the required studies referenced in the Facilities Studies Coordination Agreement are completed or substantially completed, subject, however, to the timely satisfaction of the conditions precedent referred to in Section 3, paragraphs 4 (v) and 4 (vi). The provisions of the Facilities Construction Coordination Agreement would include, but shall not be limited to: (i) a planned in-service date for the New Transmission Interconnection of June 1, 2018 with all regulatory and transmission provider approvals obtained for firm transmission service; (ii) the process and allocation of responsibility for obtaining all required environmental and other regulatory approvals; (iii) the assumption of the construction risk by each Party for any delay in the completion of the New Transmission Interconnection by the planned June 1, 2018 in-service date for that portion of the New Transmission Interconnection that falls within the service area of that Party after regulatory approvals have been obtained; (iv) the manner in which construction risk for that portion of the New Transmission Interconnection that falls outside of the respective service areas of the Parties will be addressed; and (v) the allocation of costs wherein: (a) MH would be responsible for costs for the north and south transmission component of the New Transmission Interconnection in Manitoba; (b) WPS would be responsible for the costs from the international boundary between the province of Manitoba and the United States of America to WPS and from WPS to said international boundary of a 400 MW component of the **[Trade Secret Begin Trade Secret End]** southerly transfer capability portion of the New Transmission Interconnection and of a 500 MW component of the **[Trade Secret Begin Trade Secret End]** northerly transfer capability portion of the New Transmission Interconnection; and (c) the additional entity or

entities that have signed the Facilities Construction Coordination Agreement would be responsible for the balance of the costs.

MH would be responsible for acquiring and maintaining firm transmission service from MH to the Delivery Point for the Guaranteed Energy, Weekend Energy and Supplemental Energy.

WPS would be responsible for acquiring and maintaining firm transmission service from the Delivery Point to WPS for the Guaranteed Energy, Weekend Energy and Supplemental Energy.

The Parties agree to use commercially reasonable efforts to rollover the existing 100 MW transmission service rights before the June 1, 2008 expiry date. The Parties would use commercially reasonable efforts to rollover the said 100 MW transmission service rights prior to the date of any subsequent expiry of the transmission service rights so that the transmission service is available to the Parties during the Contract Term.

Transmission Cost:

WPS would be responsible for all transmission service and market costs (including congestion, losses and MISO charges) associated with transmission service on the United States' side of the Delivery Point for the Guaranteed Energy, Weekend Energy and Supplemental Energy.

MH would be responsible for all transmission service and market costs (including congestion, losses and MISO charges) associated with transmission service on the Canadian side of the Delivery Point for the Guaranteed Energy, Weekend Energy and Supplemental Energy.

Congestion Management Rights:

The owner of the transmission service rights shall be entitled to congestion management rights, including without limitation any Financial Transmission Rights (“FTR”) and Auction Revenue Rights (“ARR”) (each as presently defined by MISO) or FTR entitlements related to transmission rights held by such owner.

System Participation Power:

“System Participation Power” shall consist of generating capacity and energy.

The capacity shall be from “MH’s system” and/or purchases from a third party. “MH’s system” shall mean MH’s rights to electrical generating and transmission system assets including any portion of MH’s HVDC system and/or MH’s generating facilities.

Energy is intended to be delivered during the time period contracted for by MH and the buyer on a continuously available basis. MH at its sole discretion has the right, but not the obligation, to serve the energy requirements from third party purchases and/or energy markets available to MH, subject only, for the purposes of the 500 MW System Participation Power Sale, to MH complying with its Resource Mix Commitment.

The energy is not a financially firm product and is subject to curtailment as outlined in the Curtailment provision in Section 1 of this Term Sheet.

Curtailment:

All language related to Curtailment provisions will be set out in the definitive agreement for the 500 MW System Participation Power Sale, but will be generally consistent with the concepts outlined below.

Schedules of Guaranteed Energy, Weekend Energy and Supplemental Energy may be curtailed or denied by MH based on the following:

- (i) in the event of the unavailability of any portion of MH's generation and/or transmission system, including MH's HVDC system;
- (ii) due to a transmission service curtailment which results in the loss of the capability in the transmission path between MH and WPS;
- (iii) due to Force Majeure reasons; and
- (iv) other general rights of curtailment (if any) to be specified in the definitive agreement for the 500 MW System Participation Power Sale.

If conditions arise in accordance with the above and such conditions affect MH's ability to deliver energy, MH may curtail, restrict or discontinue any and all service, in accordance with the following priority criteria, except for obligations which are specifically provided for within contractual obligations between MH and another entity, other than WPS (but subject to the content of the "MH's Curtailment Arrangements with Others" paragraph, below):

- (i) All firm power service provided to MH's firm power customers and all firm power service provided under border accommodation power sales shall take priority over all other power and energy sales;
- (ii) firm power sales shall take priority over all System Participation Power sales;
- (iii) System Participation Power sales shall take priority over all other power and energy sales;
- (iv) in the event that more than one power sale of the same type exists, sales of durations greater than six months shall take priority over sales of durations less than or equal to six months (power sale types shall include those in categories identified by (i), (ii), (iii) and "all other power and energy sales"); and
- (v) in the event that more than one power sale of the same type exists in either of the time frames specified in (iv), curtailment with respect to such power sales shall be determined on a pro rata basis.

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Trade Secret End]

Energy Supply Planning:

Notwithstanding that MH's obligation to sell Guaranteed Energy, Weekend Energy and Supplemental Energy would be subject to curtailment by MH, MH would agree to use Good Utility Practice in conducting its energy supply planning during the Contract Term.

Ancillary Services Market:

WPS will cooperate with reasonable requests of MH with respect to the 500 MW System Participation Power Sale and MH's participation in the ancillary services market.

Environmental Benefits and Attributes:

The Parties agree that [**Trade Secret Begin**

Trade Secret End] Subject only to the foregoing [**Trade Secret Begin**

Trade Secret End]MH shall not be obligated to manage the supply of Guaranteed Energy, Weekend Energy, and Supplemental Energy in any particular manner, nor will MH be restricted or limited to any specific type(s) of generating resources to be used to supply the Guaranteed Energy, Weekend Energy or Supplemental Energy (including energy obtained from third party purchases and/or the markets available to MH, regardless of the generation type used by the third party or which generating resources may have been attributable to the energy accessed through the markets), nor does MH make any representation or warranty that

the Guaranteed Energy, Weekend Energy or Supplemental Energy is supplied from a particular generating source.

WPS may use [Trade Secret Begin Trade Secret End] Attributes delivered pursuant to the [Trade Secret Begin Trade Secret End] of the 500 MW System Participation Power Sale at its sole discretion and for WPS's sole benefit, including the sale of any such attributes. The Parties agree that any [Trade Secret Begin Trade Secret End] Attributes delivered pursuant to [Trade Secret Begin Trade Secret End] of the 500 MW System Participation Power Sale, including the sale of any related credits, offsets and environmental benefits, shall be allocated to WPS through assignment or transfer from MH and the consideration for such credits, offsets, and environmental benefits is already included in the price offered by MH to WPS [Trade Secret Begin Trade Secret End]

MH would provide yearly reporting on the quantities of energy [Trade Secret Begin

Trade Secret End] in accordance with the procedures reasonably established by MH for such reporting. MH would receive reimbursement from WPS for reasonable third party costs and expenses incurred by MH in the assignment or transfer of such credits, offsets, and environmental benefits including costs and expenses in providing the reporting on the quantities of energy [Trade Secret Begin

Trade Secret End] Any additional reporting required by WPS would be accommodated by MH, to the extent that it is reasonably able to do so, on the condition that WPS would pay all of MH's costs and expenses to the extent associated with providing such additional reporting, including applicable administrative and general overhead costs and expenses and third party costs and expenses. Alternatively, if WPS can provide and would be willing to provide such additional reporting as MH's agent, MH would consider using WPS for such reporting purposes, but would not be under any obligation to do so.

[Trade Secret Begin

Trade Secret End]

SECTION 2: Manitoba Import Transaction

As a condition precedent of MH entering into the definitive agreement for the 500 MW System Participation Power Sale, MH would require that the Parties enter into a definitive agreement for the Manitoba Import Transaction.

The product descriptions described below in this Section 2 of this Term Sheet are examples of the types of transaction(s) that the Parties may enter into for the Manitoba Import Transaction in order to minimize the annual transmission service charge. The actual product description would be negotiated as part of the definitive agreement for the Manitoba Import Transaction. The transmission charges associated with this transaction would be set out in the definitive agreement for the Manitoba Import Transaction and will be the minimum amount that will satisfy the applicable regulatory requirements. The Parties agree to work together to minimize the overall transmission costs.

Buyer: MH

Seller: WPS

Term:

June 1, 2018 through to May 31, 2032.

WPS and MH would discuss renewal or extension of the Manitoba Import Transaction reasonably far in advance of the expiry of the term of the definitive agreement for the Manitoba Import Transaction.

Capacity Quantity:

500 MW

Product:

Off-Peak

A time of day transaction of capacity and energy similar to MEMA Schedule Q, MAPP Product K, System Participation Power Interchange Service, under which the off-peak hours would be HE 0100 through HE 0600 and HE 2300 through HE 2400 CPT, Monday through Saturday (excluding NERC holidays), and HE 0100 through HE 2400, Sundays and NERC holidays, or such other product that will, under applicable regulatory and transmission requirements in effect at that time, permit MH to use or provide MH with usage of a quantity of capacity and energy (negotiated as part of the definitive agreement for the Manitoba Import Transaction), during the off-peak hours of the northbound transmission service arising from the New Transmission Interconnection.

The capacity quantity shall be a quantity, negotiated as part of the definitive agreement for the Manitoba Import Transaction, of the northbound transmission service that arises from the New Transmission Interconnection.

On-Peak

A transaction of capacity which will, under applicable regulatory and transmission requirements in effect at that time, permit MH to use or provide MH with usage of a quantity of capacity and energy, negotiated as part of the definitive agreement for the Manitoba Import Transaction, during the on-peak hours of the winter season, of the northbound transmission service arising from the New Transmission Interconnection.

The capacity quantity shall be a quantity, negotiated as part of the definitive agreement for the Manitoba Import Transaction, of the northbound transmission service that arises from the New Transmission Interconnection.

Energy Quantity:

Off-Peak

Up to the capacity quantity per hour for the applicable hours for the energy product unless otherwise mutually agreed to by the Parties.

However, MH shall have no obligation to schedule energy under the Manitoba Import Transaction.

On-Peak

Up to the capacity quantity per hour for the applicable hours for the energy product unless otherwise mutually agreed to by the Parties.

However, MH shall have no obligation to schedule energy under the Manitoba Import Transaction.

Scheduling:

Scheduling will be negotiated as part of the definitive agreement for the Manitoba Import Transaction.

Pricing:

Capacity Price

[Trade Secret Begin

Trade Secret End]

Energy Price

[Trade Secret Begin

Trade Secret End]

Delivery Point:

The delivery point (“Manitoba Import Transaction Delivery Point”) would be negotiated as part of the definitive agreement for the Manitoba Import Transaction.

MH and WPS shall have the right to change the Manitoba Import Transaction Delivery Point upon mutual agreement, provided that any Party receiving a request from the other Party to change the Manitoba Import Transaction Delivery Point must act reasonably in responding to such request.

Transmission:

Energy would be delivered over the New Transmission Interconnection.

MH would be responsible for acquiring and maintaining firm transmission service in the MH service area from the Manitoba Import Transaction Delivery Point for the energy product.

Transmission Cost:

MH would be responsible for all transmission service and market costs (including congestion, losses and MISO charges) associated with transmission service from the Manitoba Import Transaction Delivery Point.

Congestion Management Rights:

MH would retain any FTR and ARR or FTR entitlements related to transmission rights held by MH.

SECTION 3: POTENTIAL AGREEMENT TERMS

The transactions contemplated by this Term Sheet shall be subject to, among other things, the execution and delivery of definitive agreements for each of the 500 MW System Participation Power Sale and the Manitoba Import Transaction (the “Agreements”) and other mutually satisfactory legal documentation which shall be customary for such transactions. Such Agreements shall contain covenants, representations and warranties, terms and conditions, including, but not limited to, those relating to credit, limitation of damages, assignment and remedies and the manner in which approvals and conditions precedent to those Agreements are to be secured, satisfied or obtained by the Parties. Neither Party shall have any binding obligation to the other Party prior to the execution and delivery of the Agreements, except with respect to the terms and conditions of the Mutual Non-disclosure Agreement between the Parties executed on February 8, 2007, and except pursuant to the Facilities Studies Coordination Agreement and the Facilities Construction Coordination Agreement, if the Parties enter into either or both of such agreements. The provisions of this Term Sheet shall be governed by the laws of Manitoba and the laws of Canada. All terms and conditions of this Term Sheet and all correspondence and discussions between WPS and MH relating thereto are intended to be “Proprietary Information” as defined by and subject to the terms of the Mutual Non-disclosure Agreement. The Parties hereby agree to negotiate in good faith the Agreements, consistent with this Term Sheet, provided that either Party is free to terminate negotiations with the other Party if the Agreements for the 500 MW System Participation Power Sale and Manitoba Import Transaction are not executed and delivered within twenty-four months after the date of this Term Sheet.

The following general terms and conditions would be included in the Agreements:

- 1) Each Party shall be solely responsible for the payment of all fines, levies, taxes, fees, duties, and royalties on the generation, import or export of electricity imposed directly or indirectly by any federal, provincial, state or municipal legislation, as the case may be, of the country in which that Party’s head offices are located, without any right of reimbursement in whole or in part from the other Party.
- 2) Each Party agrees to cooperate and support each other reasonably in seeking approval of the transactions contemplated hereby.
- 3) The Agreements would be subject to and contingent upon receiving the approvals of each of the following: the MH Board of Directors, the WPS Board of Directors, the Integrys Energy Group, Inc. Board of Directors, the Government of Manitoba, the Public Service Commission of Wisconsin, and other regulatory approvals required by one or both of the Parties.
- 4) The Agreements would be subject to and contingent upon the following conditions precedent:

- i. Each of the Agreements being executed concurrently;
- ii. The awarding by MH, in its sole and absolute discretion, of the major general civil contracts for the civil construction of new hydraulic generating stations (not including Wuskwatim), after all regulatory approvals and licenses have been obtained, that will be an addition to MH's electrical generation facilities and power transmission facilities and will be owned and operated or operated by MH and which will have a total installed capacity of not less than 1800 MW by a date to be negotiated as part of and referred to in the Facilities Studies Coordination Agreement;
- iii. The actual commencement of construction, in MH's sole and absolute discretion, after all regulatory approvals and licenses have been obtained, of new power transmission facilities within the province of Manitoba which MH has determined, in MH's sole and absolute discretion, are required for the transmission of the output of the new hydraulic generating stations referred to in clause (ii) above, to the New Transmission Interconnection, by a date to be negotiated as part of and referred to in the Facilities Studies Coordination Agreement;
- iv. The Facilities Studies Coordination Agreement being executed by the entities that are parties to that agreement by November 30, 2008;
- v. The final results of the studies referred to in the Facilities Studies Coordination Agreement being received by the entities that enter into that agreement by a date to be negotiated as part of and referred to in that agreement (it being understood that what constitutes the "final results" of these studies would be described in the Facilities Studies Coordination Agreement);
- vi. Each of the Parties being satisfied, in its sole and absolute discretion, with the final results of the studies received under the Facilities Studies Coordination Agreement, with such confirmation of satisfaction (or dissatisfaction, as the case may be) to be provided to the other Party within 30 days after receiving the final results of the studies;
- vii. Each of the Parties agreeing, in its sole and absolute discretion, by a date to be negotiated as part of and referred to in the Facilities Studies Coordination Agreement that satisfactory progress has been made on the negotiation of the Facilities Construction Coordination Agreement;
- viii. The Facilities Construction Coordination Agreement being entered into by the parties to that agreement by a date to be negotiated as part of and referred to in the Facilities Studies Coordination Agreement;

- ix. Each of the Parties agreeing, in its sole and absolute discretion, by a date to be negotiated as part of and referred to in the Facilities Studies Coordination Agreement that satisfactory progress has been made on the satisfaction of the conditions contained in the Facilities Construction Coordination Agreement;
- x. The satisfaction of all conditions, other than those related to environmental approvals, contained in the Facilities Construction Coordination Agreement by a date to be negotiated as part of and referred to in the Facilities Studies Coordination Agreement;
- xi. The satisfaction of all conditions related to environmental approvals contained in the Facilities Construction Coordination Agreement by a date to be negotiated as part of and referred to in the Facilities Studies Coordination Agreement;

[Trade Secret Begin

xii.

;

xiii.

;

Trade Secret End]

- xiv. MH and WPS receiving capacity accreditation for the 500 MW System Participation Power Sale from the Midwest Reliability Organization (or successor organization);
- xv. MH receiving National Energy Board of Canada approval by a date to be negotiated as part of and referred to in the Facilities Studies Coordination Agreement; and

- xvi. The Parties receiving the necessary Presidential Permits by a date to be negotiated as part of and referred to in the Facilities Studies Coordination Agreement.
- 5) At least 90 calendar days prior to the date by which a condition precedent referred to in Paragraph 4 above is to be satisfied, the Parties would meet to determine the status of the condition precedent.
- 6) The Agreements will also be subject to and contingent upon the rollover of the existing 100 MW transmission service rights between MH and WPS for the term of the Agreements. This condition is for the exclusive benefit of MH and may be waived by MH. In addition MH may, if this condition is not satisfied, elect in conjunction with waiving this condition to reduce the capacity and energy to be made available under the Agreements up to 100 MW. It is specifically understood and agreed by the Parties that either Party may utilize the existing 100 MW transmission service rights for agreement(s) with the other Party or with another entity conditional on the consent of the other Party first being obtained, prior to the commencement of the term of the 500 MW System Participation Power Sale and the Manitoba Import Transaction. If a Party enters into such an agreement with another entity, that Party shall be responsible for any losses or damages incurred by the other Party if the existing 100 MW transmission service rights could not be rolled over as a result of that agreement with the other entity.
- 7) If the in-service date for that portion, if any, of the New Transmission Interconnection in the United States which is in an area outside of the WPS service area, is delayed beyond June 1, 2018, then subject to the last sentence of this Paragraph 7, the start of the 500 MW System Participation Power Sale would be delayed until the actual in-service date of such portion. The end date of the 500 MW System Participation Power Sale would remain at April 30, 2032, with the length of the term of the sale being reduced and the start date to be linked to the dates referenced in Capacity Quantity Table 1 in Section 1. Notwithstanding the foregoing, if the in-service date for a portion of the New Transmission Interconnection in the United States that is in an area outside of the WPS service area is delayed beyond June 1, 2018, but some portion of the transfer capability is available, WPS shall have the option to take whatever energy and capacity it can obtain from MH (up to the limits in this Term Sheet) over the New Transmission Interconnection and MH shall have the option to make available to WPS whatever energy and capacity it can make available over the New Transmission Interconnection (up to the limits in this Term Sheet), and if either Party chooses to exercise its option, the 500 MW System Participation Power Sale would begin as scheduled on June 1, 2018, with billing to be adjusted in proportion to the amount of energy and capacity that MH can make available and WPS is able to obtain.

- 8) Upon the satisfaction of the environmental conditions precedent referred to in Paragraph 4 (xi) hereof, MH would assume the risk under the 500 MW System Participation Power Sale and Manitoba Import Transaction of any delays in the in-service date for that portion of the New Transmission Interconnection in the province of Manitoba. Upon the satisfaction of the environmental conditions precedent referred to in Paragraph 4 (xi) hereof, WPS would assume the risk under the 500 MW System Participation Power Sale and Manitoba Import Transaction of any delays in the in-service date for that portion of the New Transmission Interconnection in the WPS service area. These “assumption of risk” provisions would be negotiated as part of the Agreements, and would include a Force Majeure provision.

Signed by the Parties this _____ of _____, 2008.

The Manitoba Hydro-Electric Board

Wisconsin Public Service Corporation

By: _____
A.D. Cormie
Division Manager
Power Sales & Operations

By: _____
Charles A. Schrock
President

I Have Authority to Bind
The Manitoba-Hydro Electric Board

I Have Authority to Bind the
Wisconsin Public Service Corporation

NOVEMBER 26, 2008

AMENDING AGREEMENT

BETWEEN:

**WISCONSIN PUBLIC SERVICE CORPORATION,
(hereinafter referred to as "WPS"),**

-and-

**THE MANITOBA HYDRO-ELECTRIC BOARD,
(hereinafter referred to as "MH").**

WHEREAS:

- A. WPS and MH (collectively referred to as the "Parties") entered into a term sheet dated March 31, 2008 (the "Term Sheet");
- B. Section 3 (4)(iv) of the Term Sheet states that the Agreements would be subject to and contingent upon the condition precedent that the Facilities Studies Coordination Agreement would be executed by the parties to that agreement by November 30, 2008;
- C. WPS and MH have agreed to amend the Term Sheet in accordance with the terms and conditions hereinafter set forth.

WPS and MH hereby agree as follows:

- 1. Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Term Sheet.

2. Section 3(4)(iv) of the Term Sheet is amended by changing the date by which the Facilities Studies Coordination Agreement is to be executed by, from November 30, 2008 to December 19, 2008.
3. This Amending Agreement shall be read together with the Term Sheet. The Parties confirm that, except as modified herein, the provisions of the Term Sheet remain unchanged, unmodified and in full force and effect.
4. This Amending Agreement may be executed in one or more counter-parts each of which shall be deemed an original and all of which taken together, shall constitute one and the same instrument.

Signed by the Parties this of November, 2008.

The Manitoba Hydro-Electric Board

Wisconsin Public Service Corporation

By: _____

A.D. Cormie
Division Manager
Power Sales & Operations

By: _____

Charles A. Schrock
President

SECOND AMENDING AGREEMENT

BETWEEN:

WISCONSIN PUBLIC SERVICE CORPORATION,
(hereinafter referred to as "WPS"),

-and-

THE MANITOBA HYDRO-ELECTRIC BOARD,
(hereinafter referred to as "MH").

WHEREAS:

- A. WPS and MH (collectively referred to as the "Parties") entered into a term sheet dated March 31, 2008 (the "Term Sheet");
- B. The Term Sheet was amended (the "Amended Term Sheet") by an amending agreement entered into by the Parties in November 2008; and
- C. WPS and MH have agreed to further amend the Amended Term Sheet in accordance with the terms and conditions hereinafter set forth.

WPS and MH hereby agree as follows:

- 1. Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Amended Term Sheet.
- 2. Section 3(4)(iv) of the Amended Term Sheet is amended by changing the date by which the Facilities Studies Coordination Agreement is to be executed from January 28, 2009 to February 19, 2009.

3. This Amending Agreement shall be read together with the Amended Term Sheet. The Parties confirm that, except as modified herein, the provisions of the Amended Term Sheet remain unchanged, unmodified and in full force and effect.

8. This Amending Agreement may be executed in one or more counter-parts each of which shall be deemed an original and all of which taken together, shall constitute one and the same instrument.

Signed by the Parties this of January, 2009.

The Manitoba Hydro-Electric Board

Wisconsin Public Service Corporation

By: _____
A.D. Cormie
Division Manager
Power Sales & Operations

By: _____
Charles A. Schrock
President

THIRD AMENDING AGREEMENT

BETWEEN:

WISCONSIN PUBLIC SERVICE CORPORATION,
(hereinafter referred to as "WPS"),

-and-

THE MANITOBA HYDRO-ELECTRIC BOARD,
(hereinafter referred to as "MH").

WHEREAS:

- A. WPS and MH (collectively referred to as the "Parties") entered into a term sheet dated March 31, 2008 (the "Term Sheet");
- B. The Term Sheet was amended (the "Amended Term Sheet") by amending agreements entered into by the Parties in November 2008 and January 2009; and
- C. WPS and MH have agreed to further amend the Amended Term Sheet in accordance with the terms and conditions hereinafter set forth.

WPS and MH hereby agree as follows:

- 1. Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Amended Term Sheet.
- 2. The transmission provisions of Section 1 (on pages 7 and 8) of the Amended Term Sheet are amended by deleting the following:

‘WPS and MH shall negotiate with the intent of entering into an agreement (together with such other entity or entities as WPS and MH shall mutually agree upon) on mutually acceptable terms concerning facilities studies coordination matters (Facilities Studies Coordination Agreement) including for the coordination of the joint studies required for the New Transmission Interconnection. The Facilities Studies Coordination Agreement will include but not be limited to provisions to be negotiated related to: (i) the allocation of the study costs between the entities that enter into that agreement; (ii) the process for obtaining the required studies with a planned in-service date for the New Transmission Interconnection of June 1, 2018; (iii) with respect to certain of the conditions precedent in Section 3 paragraph 4, an identification of which Party or Parties shall be allowed to rely upon a failure of the condition as a basis for terminating, or not entering into, the Agreements; and (iv) payment of fees and costs (the quantum of which would be part of and subject to the negotiations) to MH in the event that certain of the conditions precedent in Section 3 paragraph 4 are not satisfied (as to which conditions precedent would require payment of fees and costs would also be part of and subject to the negotiations). The Facilities Studies Coordination Agreement may also include, subject to negotiations of the Parties regarding transmission-related matters, provisions related to payment of fees and costs (the quantum of which would be part of and subject to the negotiations) to WPS in the event that certain of the conditions precedent in Section 3 paragraph 4 are not satisfied (as to which conditions precedent would require payment of fees and costs would also be part of and subject to the negotiations).’

and replacing same with the following:

‘WPS and MH shall negotiate with the intent of entering into an agreement together with Minnesota Power, an operating division of Allete, Inc. (‘MP’) (and such other entity or entities, if any, as WPS, MH and MP shall mutually agree upon) on mutually acceptable terms concerning system impact study coordination matters (‘System Impact Study Coordination Agreement’) for the coordination of the joint system impact study required for the New Transmission Interconnection and additional matters concerning the joint facilities study required for the New Transmission Interconnection. The System Impact Study Coordination Agreement will include but not be limited to provisions to be negotiated related to: (i) the allocation of the study costs between the entities that enter into that agreement; and (ii) the process for obtaining the required joint system impact study for the New Transmission Interconnection.

WPS and MH shall also negotiate with the intent of entering into an agreement together with MP (and such other entity or entities, if any, as WPS, MH and MP shall mutually agree upon) on mutually acceptable terms concerning facilities studies coordination matters (‘Facilities Studies Coordination Agreement’) for the coordination of the joint facilities study required for the New Transmission Interconnection, and such additional studies, if any, as the entities may mutually agree upon. The Facilities Studies Coordination Agreement will include but not be limited to provisions to be negotiated related to: (i) the allocation of the study costs between the entities that enter into that agreement; and (ii) the process for obtaining the required joint facilities study with a planned in-service date for the New Transmission Interconnection of June 1, 2018.”

3. The opening paragraph of Section 3 of the Amended Term Sheet is amended by deleting the following sentence:

‘Neither Party shall have any binding obligation to the other Party prior to the execution and delivery of the Agreements, except with respect to the

terms and conditions of the Mutual Non-disclosure Agreement between the Parties executed on February 8, 2007, and except pursuant to the Facilities Studies Coordination Agreement and the Facilities Construction Coordination Agreement, if the Parties enter into either or both of such agreements.”

and replacing same with:

‘Neither Party shall have any binding obligation to the other Party prior to the execution and delivery of the Agreements, except with respect to the terms and conditions of the Mutual Non-disclosure Agreement between the Parties executed on February 8, 2007, as amended, and the Mutual Non-Disclosure Agreement among WPS, MH and MP executed on April 30, 2008, and except pursuant to the System Impact Study Coordination Agreement, the Facilities Studies Coordination Agreement and the Facilities Construction Coordination Agreement, if the Parties enter into any one or more of such agreements.’”

4. Section 3 paragraph 4(iv) of the Amended Term Sheet is amended by deleting paragraph 4(iv) and replacing same with the following:

“(iv) The System Impact Study Coordination Agreement being executed by the entities that are parties to that agreement by February 19, 2009, and the Facilities Studies Coordination Agreement being executed by the entities that are parties to that agreement by a date to be negotiated as part of and referred to in the System Impact Study Coordination Agreement.”

5. Section 3 paragraphs 4 (ii), 4 (iii), 4 (vii) through to and including 4 (xiii), 4 (xv) and 4 (xvi) of the Amended Term Sheet are amended by deleting the following words from each paragraph:

‘by a date to be negotiated as part of and referred to in the Facilities Studies Coordination Agreement’

and replacing same with the following:

‘by a date to be negotiated as part of and referred to in each of the Agreements (or such other agreement as the Parties may mutually agree upon)’.

6. A new paragraph would be added to the end of Section 3 of the Amended Term Sheet as follows:

‘9) Each of the Agreements (or such other agreement as the Parties may mutually agree upon) will also include: (i) with respect to certain of the conditions precedent in Section 3 paragraph 4, an identification of which Party or Parties shall be allowed to rely upon a failure of the condition as a basis for terminating, or not entering into, the Agreements; and (ii) payment of fees and costs (the quantum of which would be part of and subject to the negotiations) to MH in the event that certain of the conditions precedent in Section 3 paragraph 4 are not satisfied (as to which conditions precedent would require payment of fees and costs would also be part of and subject to the negotiations). Each of the Agreements (or such other agreement as the Parties may mutually agree upon) may also include, subject to negotiations of the Parties regarding transmission-related matters, provisions related to payment of fees and costs (the quantum of which would be part of and subject to the negotiations) to WPS in the event that certain of the conditions precedent in Section 3 paragraph 4 are not satisfied (as to which conditions precedent would require payment of fees and costs would also be part of and subject to the negotiations).’

7. This Amending Agreement shall be read together with the Amended Term Sheet. The Parties confirm that, except as modified herein, the provisions

of the Amended Term Sheet remain unchanged, unmodified and in full force and effect.

8. This Amending Agreement may be executed in one or more counter-parts, each of which shall be deemed an original and all of which taken together, shall constitute one and the same instrument.

Signed by the Parties this day of February, 2009.

The Manitoba Hydro-Electric Board

Wisconsin Public Service Corporation

By: _____

A.D. Cormie
Division Manager
Power Sales & Operations

By: _____

Charles A. Schrock
President and CEO

Trade Secret & Confidential – Proprietary Information

FOURTH AMENDING AGREEMENT

BETWEEN:

WISCONSIN PUBLIC SERVICE CORPORATION,
(hereinafter referred to as “WPS”),

-and-

THE MANITOBA HYDRO-ELECTRIC BOARD,
(hereinafter referred to as “MH”).

WHEREAS:

- A. WPS and MH (collectively referred to as the ‘Parties’) entered into a term sheet dated March 31, 2008 (the ‘Term Sheet’);
- B. The Term Sheet was amended (the ‘Amended Term Sheet’) by amending agreements entered into by the Parties in November 2008, January 2009 and February 2009; and
- C. WPS and MH have agreed to further amend the Amended Term Sheet in accordance with the terms and conditions hereinafter set forth.

WPS and MH hereby agree as follows:

- 1. Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Amended Term Sheet.
- 2. The preamble shall be amended by adding the following new paragraph immediately prior to the final paragraph of the preamble:

‘WHEREAS, MH and WPS continue to review if the parties are able to extend the contract term set out in the Term Sheet for the potential definitive agreements for the 500 MW System Participation Power Sale and the Manitoba Import Transaction by one additional year to May 31, 2033.’

- 3. The ‘Term’ provision of Section 1 of the Amended Term Sheet is amended by deleting the following:

‘14 years–June 1, 2018 through to May 31, 2032’

and replacing same with the following:

‘13 years–June 1, 2019 through to May 31, 2032’.

- 4.. The ‘Capacity Quantity Table P’ in Section 1 of the Amended Term Sheet is deleted and replaced with the following:

Capacity Quantity Table 1	
Dates	MW of Capacity
June 1, 2019 to May 31, 2020	150 MW
June 1, 2020 to May 31, 2021	300 MW
June 1, 2021 to May 31, 2030	500 MW
June 1, 2030 to May 31, 2032	250 MW

- 5.. All provisions in the Amended Term Sheet indicating that the planned in-service date for the New Transmission Interconnection is June 1, 2018 are amended to reflect that the planned in-service date for the New Transmission Interconnection is June 1, 2019.

- 6.. The ‘Term’ provision of Section 2 of the Amended Term Sheet is amended by deleting the following:

‘June 1, 2018 through to May 31, 2032’

and replacing same with the following:

‘June 1, 2019 through to May 31, 2032’.

- 7.. The opening paragraph of Section 3 of the Amended Term Sheet is amended by deleting the following sentence:

‘The Parties hereby agree to negotiate in good faith the Agreements, consistent with this Term Sheet, provided that either Party is free to terminate negotiations with the other Party if the Agreements for the 500 MW System Participation Power Sale and Manitoba Import Transaction are not executed and delivered within twenty-four months after the date of this Term Sheet.’

and replacing same with the following:

‘The Parties hereby agree to negotiate in good faith the Agreements, consistent with this Term Sheet, provided that either Party is free to terminate negotiations with the other Party if the Agreements for the 500 MW System Participation Power Sale and Manitoba Import Transaction are not executed and delivered by September 30, 2011.’

- 8.. Section 3 paragraph 7 of the Amended Term Sheet is amended by deleting therefrom the references to ‘June 1, 2018’ and replacing them with ‘June 1, 2019’, and by deleting therefrom the reference to ‘April 30, 2032’ and replacing it with ‘May 31, 2032’.
- 9.. This Amending Agreement shall be read together with the Amended Term Sheet. The Parties confirm that, except as modified herein, the provisions of the Amended Term Sheet remain unchanged, unmodified and in full force and effect.
10. This Amending Agreement may be executed in one or more counter-parts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Signed by the Parties as of the ____ day of March, 2010.

The Manitoba Hydro-Electric Board

Wisconsin Public Service Corporation

By: _____
A.D. Cormie
Division Manager
Power Sales & Operations

By: _____
Lawrence T. Borgard
President and COO-Utilities

Trade Secret & Confidential – Proprietary Information

FIFTH AMENDING AGREEMENT

BETWEEN:

WISCONSIN PUBLIC SERVICE CORPORATION,
(hereinafter referred to as “WPS”),

-and-

THE MANITOBA HYDRO-ELECTRIC BOARD,
(hereinafter referred to as “MH”).

WHEREAS:

- A. WPS and MH (collectively referred to as the “Parties”) entered into a term sheet dated March 31, 2008 (the “Term Sheet”);
- B. The Term Sheet was amended (the “Amended Term Sheet”) by amending agreements entered into by the Parties in November 2008, January 2009, February 2009 and March 2010;
- C. As contemplated by the Amended Term Sheet, the Parties (along with MP) entered into a System Impact Study Coordination Agreement dated as of February 18, 2009, and a Facilities Study Coordination Agreement dated as of July 31, 2009 (referred to in the Amended Term Sheet as the “Facilities Studies Coordination Agreement”); and
- D. WPS and MH have agreed to further amend the Amended Term Sheet in accordance with the terms and conditions hereinafter set forth.

WPS and MH hereby agree as follows:

- 1. Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Amended Term Sheet.
- 2. The recitals portion of the Term Sheet is amended by deleting the following recital:

“WHEREAS, this Term Sheet summarizes the principal terms of the potential definitive agreements for the 500 MW System Participation Power Sale and the Manitoba Import Transaction and the transmission-related arrangements referred to therein; and”

and replacing same with the following recitals:

“WHEREAS, MH and WPS are currently parties to a 100 MW Energy Sale Agreement dated May 28, 2009, under which WPS purchases from MH energy and allocated

environmental attributes **[Trade Secret Begin** **Trade Secret End]** and which has a term scheduled to end on May 31, 2014 and utilizes the Parties' existing 100 MW transmission service rights (the "100 MW 2009 Energy Contract");

WHEREAS, because of uncertainties in connection with the proposed 500 MW System Participation Power Sale and Manitoba Import Transaction, including with respect to the new major transmission interconnection needed to support those transactions, on May 19, 2011 the Parties entered into: (i) a 108 MW 2011 Energy Sale Agreement (the "108 MW 2011 Energy Contract") which provides that subject to the satisfaction of certain conditions precedent, the 100 MW 2009 Energy Contract shall terminate as at June 1, 2012 (or June 1, 2013 dependent upon the date certain conditions precedent are satisfied) and thereafter WPS will purchase from MH energy and allocated environmental attributes **[Trade Secret Begin** **Trade Secret End]** utilizing the Parties' existing 100 MW transmission service rights and, subject to the satisfaction of certain additional conditions precedent, utilizing an additional 8 MW of transmission service rights, and which 108 MW 2011 Energy Contract has a term scheduled to end on May 31, 2023, unless terminated up to two years earlier due to the commencement of purchases and sales under the 100 MW System Power Contract; and (ii) a 100 MW System Power Sale Agreement (the "100 MW System Power Contract") which provides that subject to the satisfaction of certain conditions precedent, during the contract term scheduled to start on June 1, 2021 (or up to two years later dependent upon certain provisions in said Contract) and ending on May 31, 2029, WPS will purchase from MH energy, capacity and allocated environmental attributes **[Trade Secret Begin** **Trade Secret End]** certain earlier portions of the contract term and energy and allocated environmental attributes **[Trade Secret Begin** **Trade Secret End]** during certain latter portions of the contract term (such time periods being dependent upon additional provisions in said Contract) but in each instance utilizing the Parties' existing 100 MW transmission service rights;

WHEREAS, the Parties recognize that the term of the definitive agreements for the 500 MW System Participation Power Sale and Manitoba Import Transaction could begin before the scheduled May 31, 2029 end date of the 100 MW System Power Contract, in which case the 100 MW System Power Contract may be superseded and replaced by the definitive agreement for the 500 MW System Participation Power Sale;

WHEREAS, this Term Sheet summarizes the principal terms of the potential definitive agreements for the 500 MW System Participation Power Sale and the Manitoba Import Transaction and the transmission-related arrangements referred to therein; and"

3. The "Term" provision of Section 1 of the Amended Term Sheet is amended by deleting the following:

"13 years – June 1, 2019 through to May 31, 2032 (in this Section 1, the "Contract Term")"

and replacing same with the following:

“The term (in this Section 1, the “Contract Term”) will be as negotiated by the Parties and set forth in the definitive agreement for the 500 MW System Participation Power Sale”.

4. The “Capacity Quantity Table 1” in Section 1 of the Amended Term Sheet is hereby deleted in its entirety, and the sentence under the “Capacity Quantity” heading in Section 1 of the Amended Term Sheet is hereby revised to read as follows:

“Linked to actual generation and transmission in-service dates and specified in the definitive agreement for the 500 MW System Participation Power Sale, with the capacity quantity presently expected to ramp up to a maximum capacity of 500 MW, which maximum capacity would be in effect for the majority of the Contract Term.”

5. The “Energy Quantity” provision in Section 1 of the Amended Term Sheet is amended by deleting the following clause under each of the subheadings Guaranteed Energy, Weekend Energy and Supplemental Energy: “referred to in Capacity Quantity Table 1”.
6. All provisions in the Amended Term Sheet indicating that the planned in-service date for the New Transmission Interconnection is June 1, 2019 are amended to reflect that the planned in-service date for the New Transmission Interconnection shall be a date negotiated as part of and referred to in each of the Agreements (or such other agreement as the Parties may mutually agree upon).
7. The “Term” provision of Section 2 of the Amended Term Sheet is amended by deleting the following:

“June 1, 2019 through to May 31, 2032.”

and replacing same with the following:

“The term will be as negotiated by the Parties and set forth in the definitive agreement for the Manitoba Import Transaction.”

8. The opening paragraph of Section 3 of the Amended Term Sheet is amended by deleting the following sentence:

“Neither Party shall have any binding obligation to the other Party prior to the execution and delivery of the Agreements, except with respect to the terms and conditions of the Mutual Non-disclosure Agreement between the Parties executed on February 8, 2007, as amended, and the Mutual Non-Disclosure Agreement among WPS, MH and MP executed on April 30, 2008, and except pursuant to the System Impact Study Coordination Agreement, the Facilities Studies Coordination Agreement and the

Facilities Construction Coordination Agreement, if the Parties enter into any one or more of such agreements.”

and replacing same with the following:

“Neither Party shall have any binding obligation to the other Party prior to the execution and delivery of the Agreements, except with respect to the terms and conditions of the Mutual Non-disclosure Agreement between the Parties executed on February 8, 2007, as amended, the Mutual Non-Disclosure Agreement among WPS, MH and MP executed on April 30, 2008, the System Impact Study Coordination Agreement dated February 18, 2009, the Facilities Study Coordination Agreement dated July 31, 2009, the 100 MW 2009 Energy Contract, the 108 MW 2011 Energy Contract, the 100 MW System Power Contract, and the Facilities Construction Coordination Agreement, if the Parties enter into such Facilities Construction Coordination Agreement.”

9. The last sentence of the opening paragraph of Section 3 of the Amended Term Sheet is amended by deleting therefrom the reference to “September 30, 2011” and replacing it with “June 30, 2013”.
10. Section 3 paragraph 4(iv) of the Amended Term Sheet is amended by deleting the content of that paragraph in its entirety, as the conditions precedent identified in that paragraph have been satisfied.
11. Section 3 paragraph 7 of the Amended Term Sheet is amended by deleting therefrom the references to “June 1, 2019” and replacing them with “the in-service date specified in the Agreements”; by deleting therefrom the reference to “May 31, 2032” and replacing it with “the date specified in the Agreements”; and by deleting therefrom the words “and the start date to be linked to the dates referenced in Capacity Quantity Table 1 in Section 1”.
12. This Amending Agreement shall be read together with the Amended Term Sheet. The Parties confirm that, except as modified herein, the provisions of the Amended Term Sheet remain unchanged, unmodified and in full force and effect.
13. This Amending Agreement may be executed in one or more counter-parts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Signed by the Parties as of the ____ day of August, 2011.

The Manitoba Hydro-Electric Board

Wisconsin Public Service Corporation

By: _____
A.D. Cormie
Division Manager

By: _____
Lawrence T. Borgard
President and CEO

Power Sales & Operations