



Alliant Energy Corporate Services
Legal Department
319-786-4807 Telephone

Arshia Javaherian
Regulatory Attorney

Interstate Power and Light Company
An Alliant Energy Company

Alliant Tower
200 First Street SE
P.O. Box 351
Cedar Rapids, IA 52406-0351

Office: 1.800.822.4348
www.alliantenergy.com

March 2, 2012

Dr. Burl Haar, Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

RE: Interstate Power and Light Company
Docket No. E,G001/AI-12-____
Petition for Approval of Affiliated Interest Agreement

Dear Dr. Haar:

Enclosed for e-Filing please find Interstate Power and Light Company's Petition for Approval of Affiliated Interest Agreement in the above-referenced docket.

Copies of this filing have been served on the Minnesota Department of Commerce, Division of Energy Resources, the Minnesota Office of Attorney General - Residential and Small Business Utilities Division and the attached service list.

Respectfully submitted,

/s/ Arshia Javaherian
Arshia Javaherian
Regulatory Attorney

AJ/tao
Enclosures

cc: Service List

STATE OF MINNESOTA

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

David C. Boyd
Phyllis A. Reha
J. Dennis O'Brien
Betsy Wergin

Commissioner
Commissioner
Commissioner
Commissioner

<p>IN THE MATTER OF INTERSTATE POWER AND LIGHT COMPANY'S PETITION FOR APPROVAL OF AN AFFILIATED INTEREST AGREEMENT</p>	<p>DOCKET NO. E,G001/AI-12-_____</p>
--	--------------------------------------

AFFIDAVIT OF SERVICE

STATE OF IOWA)
) ss.
COUNTY OF LINN)

Tonya A. O'Rourke, being first duly sworn on oath, deposes and states:

That on the 2nd day of March, 2012, copies of the foregoing Affidavit of Service, together with Interstate Power and Light Company's Petition for Approval of Affiliated Interest Agreement, were served upon the parties on the attached service list, by e-filing, overnight delivery, electronic mail, facsimile and/or first-class mail, proper postage prepaid from Cedar Rapids, Iowa.

 /s/ Tonya A. O'Rourke
Tonya A. O'Rourke

Subscribed and Sworn to Before Me
this 2nd day of March, 2012.

 /s/ Kathleen J. Faine
Kathleen J. Faine
Notary Public
My Commission Expires on February 20, 2015

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Bobby	Adam	bobby.adam@conagrafoods.com	ConAgra	Suite 5022 11 ConAgra Drive Omaha, NE 68102	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
City	Attorney	N/A	City of Albert Lea	221 E Clark St Albert Lea, MN 56007	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
William A.	Blazar	bblazar@mnchamber.com	Minnesota Chamber Of Commerce	Suite 1500 400 Robert Street North St. Paul, MN 55101	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Michael	Bradley	bradley@moss-barnett.com	Moss & Barnett	4800 Wells Fargo Ctr 90 S 7th St Minneapolis, MN 55402-4129	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Ronald	Giteck	ron.giteck@ag.state.mn.us	Office of the Attorney General-RUD	Antitrust and Utilities Division 445 Minnesota Street, BRM Tower St. Paul, MN 55101	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
David	Grover	dgrover@itctransco.com	ITC Midwest	444 Cedar St Ste 1020 Saint Paul, MN 55101-2129	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Burl W.	Haar	burl.haar@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Karen Finstad	Hammel	Karen.Hammel@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota Street St. Paul, MN 551012134	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Mike	Hatch		State Of Minnesota	Office Of The Attorney General St. Paul, MN 55155	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Jacob	Hendricks, Esq.	jhendricks@felhaber.com	Felhaber, Larson, Fenlon & Vogt, P.A.	Suite 2200 220 South Sixth Street Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Annete	Henkel	mui@mutilityinvestors.org	Minnesota Utility Investors	413 Wacouta Street #230 St.Paul, MN 55101	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Arshia	Javaherian	N/A	Alliant Energy	4902 N. Biltmore Lane Madison, WI 53707	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Linda	Jensen	linda.s.jensen@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota Street St. Paul, MN 551012134	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Bruce	Johnson	bruce.johnson@state.mn.us	Office of Administrative Hearings	PO Box 64620 St. Paul, MN 551640620	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Jim	Krueger	jkrueger@fmcs.coop	Freeborn-Mower Cooperative Services	Box 611 Albert Lea, MN 56007	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	900 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Kavita	Maini	kmains@wi.rr.com	KM Energy Consulting LLC	961 N Lost Woods Rd Oconomowoc, WI 53066	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E St. Paul, MN 55106	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
David	Moeller	dmoeller@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022093	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Jenny L.	Myers	jmyers@iwla.org	Izaak Walton League of America	1619 Dayton Ave. Suite 202 St. Paul, MN 55104	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Carl	Nelson	cnelson@mncee.org	Center for Energy and Environment	212 3rd Ave N Ste 560 Minneapolis, MN 55401	Electronic Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Steven	Nyhus	swnyhus@flaherty- hood.com	Flaherty & Hood PA	525 Park St Ste 470 Saint Paul, MN 55103	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Richard	Savelkoul	rsavelkoul@felhaber.com	Felhaber, Larson, Fenlon & Vogt, P.A.	444 Cedar St Ste 2100 St. Paul, MN 55101-2136	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Larry L.	Schedin	Larry@LLSResources.com	LLS Resources, LLC	12 S 6th St Ste 1137 Minneapolis, MN 55402	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Matthew J.	Schuerger P.E.		Energy Systems Consulting Services, LLC	P.O. Box 16129 St. Paul, MN 55116	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Ron L	Sprangler, Jr.	N/A	Otter Tail Power Co	215 S Cascade Fergus Falls, MN 56538	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land
Joseph	Sullivan	N/A	Flaherty and Hood P.A.	525 Park Street Suite 470 Saint Paul, MN 55103-2011	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Robyn	Woeste	robynwoeste@alliantenergy.com	Interstate Power and Light Company	200 First St SE Cedar Rapids, IA 52401	Paper Service	No	GEN_SL_Interstate Power and Light Company_FSC Laydown Land

STATE OF MINNESOTA

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

**David Boyd
J. Dennis O'Brien
Phyllis A. Reha
Betsy Wergin**

**Commissioner
Commissioner
Commissioner
Commissioner**

**IN THE MATTER OF INTERSTATE
POWER AND LIGHT COMPANY'S
PETITION FOR APPROVAL OF AN
AFFILIATED INTEREST AGREEMENT**

DOCKET NO. E,G001/AI-12-____

SUMMARY FILING

Please take notice that on March 2, 2012, Interstate Power and Light Company (IPL) filed with the Minnesota Public Utilities Commission (Commission) its petition for approval of a Land Lease Agreement with Franklin County Wind, LLC. IPL requests that the Agreement be effective February 1, 2012.

STATE OF MINNESOTA

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

**David C. Boyd
J. Dennis O'Brien
Phyllis A. Reha
Betsy Wergin**

**Commissioner
Commissioner
Commissioner
Commissioner**

**IN THE MATTER OF INTERSTATE
POWER AND LIGHT COMPANY'S
PETITION FOR APPROVAL OF AN
AFFILIATED INTEREST AGREEMENT**

DOCKET NO. E,G001/AI-12-_____

**PETITION FOR APPROVAL OF AN AFFILIATED INTEREST AGREEMENT
BETWEEN INTERSTATE POWER AND LIGHT COMPANY AND FRANKLIN
COUNTY WIND, LLC**

Pursuant to Minnesota Statute §216B.48, Minnesota Rule 7825.2200, and Order Initiating Repeal of Rule, Granting Generic Variance, and Clarifying Internal Operating Procedures in Docket No. E,G-999/CI-98-651 (Sept. 14, 1998), Interstate Power and Light Company (IPL) respectfully submits to the Minnesota Public Utilities Commission (Commission) a petition for approval of an affiliated interest agreement between IPL and Franklin County Wind, LLC (FCW), a wholly owned subsidiary of Alliant Energy Corporation (AEC).

I. SUMMARY OF FILING

Pursuant to Minn. R. 7829.1300, subp. 1, a one-paragraph summary of the filing is attached.

II. SERVICE

Pursuant to Minn. R. 7829.1300, subp. 2, IPL has served a copy of this Petition on the Office of Attorney General – Residential and Small Business Utilities Division, the Minnesota Department of Commerce, Division of Energy Resources, and IPL’s general service list. The summary of the filing has been served on all parties on the attached service list.

III. GENERAL FILING INFORMATION

Pursuant to Minnesota R. 7829.1300, subp. 4, IPL provides the following required information:

A. Name, Address, And Telephone Number Of Utility:

Interstate Power and Light Company
200 First Street SE
PO BOX 351
Cedar Rapids, Iowa 52406-0351
800-822-4348

B. Name, Address, And Telephone Number Of The Attorney for The Utility:

Arshia Javaherian
4902 North Biltmore Lane
Madison, Wisconsin 53711
608-458-0512

Cortlandt C. Choate Jr.
4902 North Biltmore Lane
Madison, Wisconsin 53711
608-458-6217

C. The Date of The Filing and Date Proposed Agreement will Take Effect

This Petition is being filed on March 2, 2012. IPL requests approval of the Laydown Area Land Lease (Laydown Lease or Agreement) effective as of its execution date of February 1, 2012.

D. Statute Controlling Schedule For Processing The Filing

This Petition is being submitted pursuant to Minn. Stat. § 216B.48, and Minn. R. Part 7825.2200. These provisions do not establish an explicit time deadline for Commission action. Under Minn. R. 7829.1400, initial comments are due within 30 days of filing, with replies due 10 days thereafter.

E. Signature and Title of the Utility Employee(s) Responsible For The Filing

Robyn Woeste
Manager, Regulatory Affairs
200 First Street SE
PO BOX 351
Cedar Rapids, Iowa 52406-0351
319-786-4384

IV. DESCRIPTION AND PURPOSE OF FILING

A. Background

IPL is a utility held by AEC, a public utility holding company pursuant to 18 C.F.R. § 366.1 and FCW is a limited liability corporation that is wholly owned by AEC. IPL requests approval to enter into a Laydown Area Land Lease with its affiliate, FCW, per the attached Agreement, Exhibit A. The need for this Agreement arises out of the fact that, FCW is developing a windfarm formerly known as Whispering Willow Windfarm-Central, now referred to as the Franklin

County Windfarm (FCWF), which is adjacent to IPL's recently developed windfarm known as Whispering Willow Windfarm-East (WWE). To erect its wind turbine generators, FCW requires the use of land as a laydown area that is rocked and level for a construction staging site. IPL's former laydown yard that is currently sitting idle is ideal for this purpose.

This Agreement is reasonable and consistent with the public interest because it allows IPL ratepayers to benefit from a payment from FCW to IPL for the use of a vacant property that IPL would otherwise need to continue to maintain by regularly controlling for weeds. IPL will not be developing another windfarm in the immediate area and has no need for the use of the land. Lastly, offers by IPL to sell or lease the land to others have been far below market levels.

Affiliated Interest Filing Requirements

IPL respectfully provides the following information in support of its Petition and as required under Minn. Rules §7825.2200(B), and in compliance with the "Minimum Filing Requirements For All Affiliate Interest Filings" as set forth in the Commission's September 14, 1998, Order in Docket No. E,G-999/CI-98-651.

B. Filing Requirements Pursuant to Minn. Rules 7825.2200(B)

1. A descriptive title of each contract or agreement.

The Agreement is entitled the Land Lease and is attached as Exhibit A.

This Agreement is designed to allow for FCW's use of vacant land owned by IPL as defined by the Agreement.

2. A copy of each contract or agreement, or modification or revision of an existing contract or agreement.

A copy of the executed Agreement is attached as Exhibit A.

3. A list and the past history of all contracts or agreements outstanding between the petitioner and affiliated interest, the consideration received by the affiliated interest for such contracts or agreements, and a verified summary of the relevant cost records pertaining to the same.

1. Transfer of Land Rights and Turbine Rights

As previously noted in IPL's filing for approval of its Common Facilities Capacity Agreement with FCW in Docket No. E,G001/AI-12-32, IPL transferred the land rights associated with Whispering Willow Windfarm-Central to FCW on June 29, 2011 at cost, which was determined to be equivalent to the current market price. Also on June 29, 2011, IPL transferred to FCW its right to purchase 60 Vestas wind turbine generators under the 2008 agreement between IPL, Vestas, IPL's sister utility Wisconsin Power and Light Company, and their service company, Alliant Energy Corporate Services, Inc. The cost associated for the right to the turbines was also evaluated and a determination was made that the market price was below cost, thus they were transferred at cost.

2. Telecommunications Sharing Agreement

FCW and IPL have entered into a Telecommunications Sharing Agreement, attached for convenience as Exhibit B, which allows the FCWF to share a portion of the IPL telecommunication infrastructure that exists between the FCWF and Alliant Energy Corporate Services, Inc.'s (AECS) generation

dispatch center in Madison, Wisconsin. AECS is a centralized services company created to provide services to AEC's utilities, and maintains and operates a generation dispatch center for IPL's service territory. IPL is the load balancing authority and is required to monitor all wind farms over 1 mega-Watt in capacity. FCWF along with other third party wind farms are allowed to share the telecommunication network established by AECS, if they desire. AECS prefers to share its network with third parties because it allows for greater reliability and faster restoration during circuit outages. AECS is responsible for balancing the grids generation in the area, thus making it imperative that monitoring is restored in a timely manner if the telecommunication circuit fails. When a failure occurs on AECS' network, AECS can dispatch personnel quickly to restore service, instead of relying on third party contractors and telecommunication companies, thus providing better grid reliability.

Pursuant to the Telecommunication Sharing Agreement, FCW, as with other third parties, is billed for the circuit based on a mileage formula derived from the average cost to obtain similar service from a public provider such as AT&T. Mileage from the FCWF to AECS' generation headquarters in Madison is calculated and multiplied by \$3.50/mile. A termination fee of \$150 is added to mileage cost and the sum is billed monthly. The monthly charge is \$850. These costs have been verified by AECS employee Michael Powers, see Exhibit C. As a result of the annual cost being less than \$50,000, IPL is not filing the Telecommunication Sharing Agreement for approval under Minn. Stat. Section 216B.48.

4. A descriptive summary of the pertinent facts and reasons why such contract or agreement is in the public interest.

- Public Interest

This Agreement is reasonable and consistent with the public interest because it allows IPL ratepayers to recover part of the investment in the vacant property.

- Competitive bidding

Competitive bidding was not sought for this transaction, and would be difficult if not impossible to obtain. The vacant property in question is located in an Agricultural Zoned District and therefore the need for a graveled parking lot is virtually non-existent. FCW Project is the first opportunity for the vacant property to be utilized since the construction of WWE. Without use by FCWF, the land would continue to sit vacant and not generate revenue. Moreover, IPL would continue to provide basic maintenance of the property including weed control.

- Filing Requirements Pursuant to Docket No. E,G-999/CI-98-651

5. A heading that identifies the type of transaction.

Laydown Area Land Lease

6. The identity of the affiliated parties in the first sentence.

Interstate Power and Light Company, Franklin County Wind, LLC.

7. A general description of the nature and terms of the agreement, including the effective date of the contract or arrangement and the length of the contract or arrangement

IPL is granting FCW use of vacant property that IPL utilized as a laydown area during the construction of WWE. FCW will pay IPL for use of vacant property in monthly rental payments calculated as follows: The purchase price and land improvements are combined as IPL's costs in the property. A common Real Estate practice to determine fair annual rent is to take 10 percent of the aforementioned property cost as the annual rent. In the case of the Laydown Area Land Lease it was determined to rent the property on a monthly basis which requires the annual rent amount to be divided by 12. The calculation for this property is as follows:

Purchase of Land- \$166,650

Land Improvements (Primarily grading and gravel) - \$817,214.16

Total \$983,864.16

$\$983,864.16 \times 10\% = \$98,386.42$ Annual Rent

$\$98,386.42 / 12$ Months = \$8,198.87 per Month

The Agreement became effective on February 1, 2012. The Agreement is terminated by December 31, 2012 when FCWF gives IPL 30 days prior written notice to terminate.

8. The amount of compensation and, if applicable, a brief description of the cost allocation methodology or market information used to determine cost or price.

The affiliated interest, FCW, is not receiving compensation from IPL. IPL is receiving compensation from FCW.

9. If the service or good acquired from an affiliate is competitively available, an explanation must be included stating whether competitive bidding was used and, if it was used, a copy of the proposal or a summary must be included. If it is not competitively bid, an explanation must be included stating why bidding was not used.

No good or service is being acquired from the affiliate, FCW. FCW is acquiring a good or service from IPL. Competitive bidding was not used, as described in section IV(B)(4) above.

10. If the arrangement is in writing, a copy of that document must be attached.

See Exhibit A

11. Whether, as a result of the affiliate transaction, the affiliate would have access to customer information, such as customer name, address, usage or demographic information.

The affiliate, FCW, will not have access to IPL's customer information.

12. The filing must be verified.

See Exhibit C for verifications from Alliant Energy Corporate Services, Inc., employees who have reviewed the information in the instant petition and verify the information contained as true and correct to the best of their knowledge.

WHEREFORE, IPL respectfully requests that the Commission approve the Laydown Area Land Lease with an effective date of February 1, 2012.

Dated this 2nd day of March 2012.

Respectfully submitted,

INTERSTATE POWER AND LIGHT COMPANY

By: /s/Arshia Javaherian

Arshia Javaherian

4902 North Biltmore Lane

Madison, Wisconsin 53711

608-458-0512

arshiajavaherian@alliantenergy.com

LAND LEASE

THIS LEASE AGREEMENT, made this 1st day of February, 2012, between Interstate Power and Light Company (an Iowa corporation), hereinafter called the "Lessor", and Franklin County Wind LLC, (a Delaware company) hereinafter called "Lessee".

WITNESSETH:

In consideration of the following obligations and agreements to be performed by the parties herein, the Lessor hereby leases unto the Lessee bare land described as Parcel A and limited use of Parcel B, all located in the Southeast Quarter (SE1/4) of Section 4, Township 90 North, Range 20 West of the 5th P.M., Franklin County, Iowa more particularly described in the attached Exhibit A in accordance with the attached plat, Exhibit B, made a part hereof (the "Premises").

PURPOSE:

1. The said Premises shall be used by Lessee, its agents, employees, and contractors for material laydown area and for constructing and installing temporary shelters for office and construction operations. This lease shall include the rights to make certain improvements as described in Paragraph ten (10), and to allow for access rights to the Premises as set forth in Paragraph two (2).

ACCESS

2. Lessor grants to Lessee, its agents, employees, and contractors a non-exclusive right and easement over and across the adjoining land, Parcel B, for construction and maintenance of a temporary access roadway for pedestrian and vehicular ingress and egress. Lessee shall be responsible for maintaining and repairing such roadways, at its sole expense.

TERM:

3. The Lessee is to have and to hold the same for the term of eleven (11) months beginning February 1, 2012 to December 31, 2012, and it may be renewed for an additional one year term (Renewal Term) upon mutual agreement of the parties. During the Renewal Term either party shall give the other party thirty (30) days written notice of its desire to terminate the lease; and until so terminated, all conditions of this lease shall remain in full force and effect. No conduct of Lessor shall be deemed a waiver of the right to terminate this lease.

NOTICE:

4. Any written notice given by the Lessor to the Lessee shall be deemed to be properly served if the same be delivered to the Lessee, or one of Lessee's agents, or if the Lessee or Lessee's agents cannot be located, if posted on the Premises, or if mailed, postpaid, addressed to the Lessee at Lessee's last known place of business. Any written notice given by the Lessee to the Lessor shall be deemed properly served if

the same be delivered to the Lessor, or to one of the Lessor's officers, or if mailed, postpaid, addressed to the Lessor at Lessor's last known business address.

RENT:

5. The Lessee agrees to pay to Lessor as rental for the Premises the sum of eight thousand, one hundred and ninety-eight dollars and 87/100 (\$8,198.87) per month on or before the first day of each month. Rental fees shall escalate at the rate of three percent (3%) commencing on the first anniversary date of this lease. Said rent payments shall be delivered to the Lessor, Attention Real Estate and Right of Way Services, P.O. Box 351, Cedar Rapids, Iowa 52406.

REFUND:

6. Any deposits or rent payments made in advance for a period extending beyond the termination of this lease shall be refunded to the Lessee, unless such termination shall be on account of violation or nonfulfillment of any of the terms of this lease by the Lessee, or on account of abandonment of the Premises by the Lessee, in which case the amount(s) paid in advance shall be retained by the Lessor to the extent of its actual damages.

TAXES:

7. The Lessor shall pay all taxes, licenses and other charges which may be assessed or levied on the Premises.

SUCCESSORS AND ASSIGNS:

8. This lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. However, except as set forth herein, the lease shall not be assigned or in any manner transferred nor the Premises or any part thereof sublet, used or occupied by any party other than the Lessee without the written consent of the Lessor. Such consent shall not be unreasonably withheld.

ABANDONMENT:

9. The failure of the Lessee to occupy or use the Premises for the purpose herein mentioned for sixty (60) days at any one time shall be deemed an abandonment thereof. An abandonment of the Premises by the Lessee shall, at the option of the Lessor, operate as an absolute and immediate termination of this lease without notice.

IMPROVEMENTS:

10. The Lessor hereby gives to the Lessee, its agents, employees, and contractors the privilege of erecting, installing, maintaining and using on the Premises, suitable structures including but not limited to holding septic tanks, mobile trailers, parking, storage facilities and a water service connection from the Lessor's private water well located on Parcel B, for the Purposes set forth in Paragraph One (1) hereof,

provided that such structures, facilities and water service connection first shall be approved by the Lessor (such approval not to be unreasonably withheld or delayed), and be in compliance with all laws and other local, county, state and federal laws and regulations, and thereafter maintained by the Lessee to the satisfaction of the Lessor and in compliance with all laws.

Lessee agrees that failure to comply with laws relating to improvements may, at the Lessor's option, result in termination of the lease.

REMOVAL OF IMPROVEMENTS AND TERMINATION:

11. Upon the termination of this lease in any manner, the Lessee shall remove all above-ground appurtenances, and restore the Premises to as near the original condition as is practical and shall remove any septic holding tank(s) in compliance with all laws and other local county, state and federal laws and regulations; Lessor requires that the water service connection be removed from the well to the end of the water service and shall deliver to the Lessor the possession of the Premises. Should the Lessee, within ninety (90) days after the date of termination of this lease, fail to make such removal, then the Lessor may, at its election, either remove all said improvements at the sole cost of the Lessee, or may take and hold said improvements as its sole property. Notwithstanding the foregoing, Lessee, its contractors or agents, may level and alter the grade of the Premises to fulfill the Purpose of the lease. The Parties acknowledge and agree that such activities shall be permanent, and will not necessitate any further activity by Lessee its contractors or agents at the end of the lease.

CONDITION OF PREMISES:

12. The Lessee shall, at all times, keep the Premises in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, or permit waste thereon.

RIGHT OF INSPECTION AND ENTRY:

13. The Premises shall be open at all reasonable times for inspection and entry by the Lessor, its agents, employees and authorized applicants for purchase or lease thereof, or for any other lawful purpose. Specifically, Lessor may, upon notice to Lessee, perform any environmental assessment, studies or testing it decides necessary to investigate access and remediate on environmental conditions on the Premises.

ADVERTISING:

14. No advertising shall be placed upon the Premises without the written approval of the Lessor.

LAWS AND REGULATIONS:

15. The Lessee shall, without cost to the Lessor, comply with all applicable laws, rules, regulations and ordinances of competent authorities affecting the Premises including, but not limited to those relating to the environment. The parties agree that this lease shall be governed by the laws of the State of Iowa, with venue lying in Linn County District Court.

MISCELLANEOUS CHARGES:

16. Lessee shall pay all utility charges including, but not limited to water, lighting, heating, telephone and other miscellaneous charges that may be levied or assessed by reason of the occupation or use of the Premises by Lessee.

CARE AND MAINTENANCE:

17. Lessee agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the Premises in addition to providing for all lawn mowing, lawn care and the like. Any expense to the Lessor by reason of the failure of the Lessee to do so shall be paid by Lessee to Lessor upon demand therefor.

LIABILITY:

18. The Lessee agrees to defend, indemnify and save the Lessor harmless from any and all claims and expenses, including reasonable attorney's fees and claims of third parties, that may arise or may be made for death or injury to employees of the Lessor, or loss or damage to the Lessor's property, or to other persons or their property, by reason or in consequence of the negligent acts or omissions of Lessee, its agents, employees, or contractors.

RESTRICTIONS ON LESSEE: HAZARDOUS SUBSTANCES

19. Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Lessee, Lessee's agents, employees or contractors, without first obtaining Lessor's written consent, which may be withheld at the Lessor's sole and absolute discretion. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises, or if the Premises become contaminated in any manner for which Lessee is legally liable, Lessee shall indemnify, defend, and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises or the building(s) of which they are a part, damages because of adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) arising during or after the lease term and arising as a result of such contamination by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, specifically including costs incurred pursuant to the Comprehensive Environmental Response, Compensation, & Liability Act ("CERCLA" or "Superfund") 42 U.S.C. §9601 et seq. In the event that the Lessee or any of its agents causes any spills or releases of any Hazardous Substances into the environment which require reporting and remediation under local, state and/or federal law, the Lessee shall be responsible for ensuring timely and adequate compliance with reporting and remediation requirements, and will immediately provide Lessor with the details, status, and compliance efforts associated with the spill or release and will coordinate all compliance activities with Lessor's Environmental Specialist. In addition, if Lessee causes or permits the presence of any Hazardous

Substance on the Premises and this results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing before the presence of any such Hazardous Substance on the Premises, provided, however, that Lessee shall first obtain Lessor's approval for any such remedial action.

As used herein, "Hazardous Substance" means any substance that is listed as "hazardous" or "toxic" or listed in the regulations implementing CERCLA. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "hazardous material," or a "hazardous substance," pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum products.

INSURANCE REQUIREMENTS:

20. Lessee shall require its contractors to maintain Insurance in connection with this Lease. Upon request Lessee shall furnish to Lessor contractor certificates showing policies carried and the limits of coverage as follows:

- Workers' Compensation Insurance for contractor's employees to the extent of statutory limits as required by law and Occupational Disease and Employer's Liability Insurance for not less than \$500,000.
- Commercial General Liability Insurance with limits not less than \$1,000,000.00 per occurrence.
- Automobile Liability Insurance for all owned, non-owned and hired automobiles with limits not less than: \$1,000,000 combined single limit.

Failure of Lessor to enforce the minimum insurance requirements listed above shall not relieve Lessee's contractors of responsibility for maintaining these coverages.

FORFEITURE:

21. Any breach by the Lessee of any covenant to be kept or condition to be performed herein set forth, shall be sufficient cause for the immediate termination by the Lessor of this lease.

INSOLVENCY OR BANKRUPTCY:

22. If the Lessee at any time during the continuance of this lease agreement should become insolvent or bankrupt, or if Lessee's affairs should be placed in the hands of a Receiver, then this lease, at the option of the Lessor, shall terminate and the Lessor shall have the right to resume and retake possession of the Premises without any accountability whatsoever to the Lessee or to Lessee's estate.

LESSOR'S LIEN AND SECURITY INTEREST:

23. Said Lessor shall have in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions therefor, kept and used on the Premises by Lessee. Lessor may proceed at law or in equity with any remedy provided by law or by

this lease for the recovery of rent, or for termination of this lease because of Lessee's default in its performance.

RIGHTS CUMULATIVE:

24. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

PRIOR LEASES:

25. The parties hereto, by the execution of this agreement, hereby terminate any prior leases of the Premises herein demised.

SEVERABILITY:

26. Any provision of this lease which conflicts with any law, rule, regulation or ordinance of competent authorities affecting the Premises, shall be suspended and shall be inoperative so long as such law or ordinance remains in effect. In the event there is no prohibition against any provision of this lease, any such provisions shall remain in full force and effect during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this lease agreement on the day and year first above written.

INTERSTATE POWER AND LIGHT COMPANY:
Lessor

FRANKLIN COUNTY WIND LLC:
Lessee

Sign: Laurie R. Sokolak

Sign: F.J. Buri

Name: Laurie R. Sokolak

Name: F.J. Buri

Title: Mgr. Real Estate/ROW

Title: Secretary

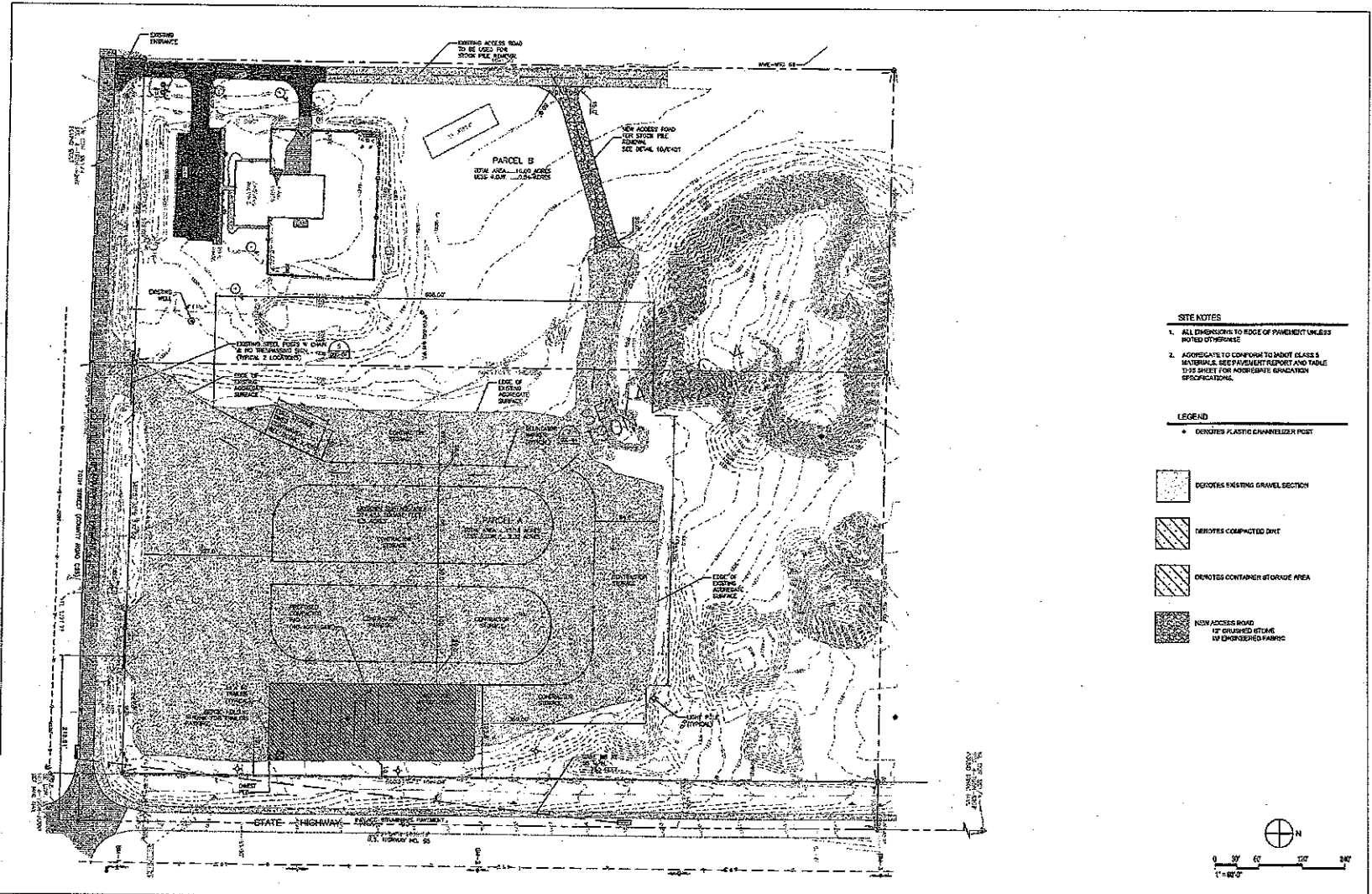
Exhibit A

The Premises

PARCEL A: That part of the Southeast Quarter of Section 4, Township 90 North, Range 20 West of the 5th P.M., Franklin County, Iowa described as follows: Beginning at the Southeast corner of said Southeast Quarter; thence N 88 degrees 57 minutes 38 seconds W, 600.00 feet along the Southerly line of said Southeast Quarter; thence N 00 degrees 27 minutes 04 seconds E, 1100.00 feet along a line parallel with the Easterly line of said Southeast Quarter; thence S 88 degrees 57 minutes 38 seconds E, 600.00 feet along a line parallel with said Southerly line to a point on said Easterly line; thence S 00 degrees 27 minutes 04 seconds W, 1100.00 feet along said Easterly line to the Point of Beginning; said Parcel A containing 15.15 acres subject to existing public road right of way across the Easterly 63.00 feet, subject to existing public road right of way across the Southerly 59.00 feet, and also subject to any other easements of record.

PARCEL B: That part of the Southeast Quarter of Section 4, Township 90 North, Range 20 West of the 5th P.M., Franklin County, Iowa described as follows: Commencing at the Southeast corner of said Southeast Quarter, said corner also being the Southeast corner of Parcel A as shown and described in Plat of Survey of record filed June 23, 2008 in Instrument No. 20081378 in the Office of the Franklin County Recorder; thence N 88 degrees 57 minutes 38 seconds W, 600.00 feet (recorded as N 88 degrees 57 minutes 38 seconds W, 600.00 feet) along the Southerly line of said Southeast Quarter and along the Southerly line of said Parcel A to the Southwest corner of said Parcel A, said point also being the Point of Beginning; thence continuing N 88 degrees 57 minutes 38 seconds W, 396.00 feet (recorded as N 88 degrees 57 minutes 38 seconds W) along said Southerly line; thence N 00 degrees 27 minutes 04 seconds E, 1100.00 feet along a line parallel with the Easterly line of said Southeast Quarter; thence S 88 degrees 57 minutes 38 seconds E, 396.00 feet along a line parallel with said Southerly line to the Northwest corner of said Parcel A; thence S 00 degrees 27 minutes 04 seconds W, 1100.00 feet (recorded as N 00 degrees 27 minutes 04 seconds E, 1100.00 feet) along the Westerly line of said Parcel A to the Point of Beginning; said Parcel B containing 10.00 acres subject to existing public road right of way across the Southerly 59.00 feet and also subject to any other easements of record.

LEASLND.DOC
Franklin County Wind LLC



SITE NOTES

1. ALL DIMENSIONS TO EDGE OF PARCEL UNLESS NOTED OTHERWISE
2. AGGREGATE TO CONFORM TO BANK CLASS 3 MATERIALS REQUIREMENT REPORT AND TABLE D-29 SHEET FOR APPROPRIATE GRADATION SPECIFICATIONS.

- LEGEND**
- DENOTES PLASTIC EMERGENCY POST
 - [Stippled Box] DENOTES EXISTING DRAVEL SECTION
 - [Diagonal Lines] DENOTES COMPACTED DIRT
 - [Cross-hatched Box] DENOTES CONTAINER STORAGE AREA
 - [Shaded Box] NEW ACCESS ROAD OF GRAVEL AREA OF ENGINEERED FABRIC

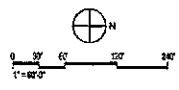


Exhibit B
Plat

NOT - FOR - CONSTRUCTION

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A duly licensed PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DAK ROUSHER REGISTRATION NUMBER: 36360



NO.	REVISION	DATE	BY	CHECKED
1	ISSUE	11/19/13	DOR	DAK

DISCLAIMER

THIS DOCUMENT AND ITS CONTENTS ARE PROVIDED AS IS. THE ENGINEER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE USER SHALL BE RESPONSIBLE FOR THE PROPER USE OF THE INFORMATION CONTAINED HEREIN.



FRANKLIN COUNTY WIND LLC - LA FOSTER AREA		FRANKLIN COUNTY, IOWA
SITE PLAN		
DATE:	11/19/13	SCALE:

TELECOMMUNICATIONS SYSTEM SHARING AGREEMENT

This Telecommunications System Sharing Agreement (“Agreement”) is made and entered into this 1st day of October 2012 (“Effective Date”), by and between Interstate Power and Light Company, an Iowa corporation, doing business in Iowa and having a principal place of business at 200 1st Street SE, Cedar Rapids, Iowa (together with its affiliates, the “System Operator”) and Franklin County Wind, LLC (“FCW”), a Delaware limited liability company having a principal place of business at 4902 North Biltmore Lane, Madison, Wisconsin (the “System Sharer”). System Sharer and System Operator may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the System Operator is an electric and gas utility that owns and operates a communications system for its own use comprised of point-to-point private operational fixed microwave stations and other wireless stations licensed by the Federal Communications Commission (“FCC”) and associated equipment and facilities (the “System”);

WHEREAS, the System Operator operates a Local Balancing Authority Area certified by the North American Electric Reliability Corporation (“NERC”), within the Midwest Independent Transmission System Operator Inc. (“Midwest ISO”) regional Balancing Authority (“BA”), and is responsible for balancing its respective resources and load obligations within its Local Balancing Authority area, the Midwest ISO is also the Regional Reliability Coordinator for the System Operator, and

WHEREAS, the Midwest Reliability Organization (“MRO”) is the Regional Entity primarily responsible for monitoring and enforcing compliance with Reliability Standards adopted by NERC and approved by the Federal Energy Regulatory Commission (FERC) under Section 215 of the Energy Policy Act of 2005 (“Mandatory Reliability Standards”) for the Parties' Balancing Authority areas,

WHEREAS, the System Sharer owns and operates or will own and operate a 99 MW wind farm located in Franklin County, Iowa known as the Franklin County Wind Project (“Generating Facility”) that is interconnected to the System Operator’s distribution system or otherwise interconnected to the grid such that the System Sharer needs to communicate certain Generating Facility information to the System Operator as more fully shown in Schedule 1;

WHEREAS, the System Sharer desires to share the System with the System Operator in order to meet its communications requirements under associated interconnection agreements with the System Operator or other parties as the case may be;

WHEREAS, the System Operator has installed or caused to be installed telecommunications equipment and circuit(s) under a separate Local Balancing Authority Agreement to transmit the Generating Facility information from the Generating Facility to the System Operator;

WHEREAS, the Parties are engaged in activities that render each eligible to share the use of the System as permitted under the FCC's rules and regulations,

WHEREAS, the System Operator may desire or be required to operate certain components of the System on the premises of the System Sharer;

WHEREAS, the Parties desire to enter into a mutually satisfactory arrangement for the sharing of the System as described in Exhibit A and Exhibit B, subject to the requirements of the Communications Act of 1934, as amended (the "Act"), and the rules and regulations of the FCC; and

WHEREAS, the Parties desire to enter into this Agreement to share use of the System on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Term**. The term of this Agreement shall commence on 1st day of October, 2012 ("Commencement Date") and shall remain in effect through the expiration or termination date of System Sharer's interconnection agreement, unless otherwise terminated herein ("Term"). If such Term extends beyond the current expiration date of the licenses issued by the FCC for the System ("System Licenses") or the authorizations or leases associated with other equipment or facilities required to operate the System ("Other Authorizations") and the System Licenses or Other Authorizations are not renewed or are cancelled or are revoked or terminated, this Agreement (in whole or in part, as applicable) shall expire or terminate when the underlying System Licenses or Other Authorizations expire, are cancelled or are terminated. System Operator will provide notice of such cancellation or termination to System Sharer to the extent practicable.

2. **Availability of System**. On or after the Effective Date, the Parties may share the System in accordance with FCC rules and regulations, industry standards, and the policies of the licensee or the System Operator. The System is generally available twenty-four (24) hours per day, seven (7) days per week, subject to radio frequency interruption due to transmission, atmospheric, topographic and like conditions. The System Sharer acknowledges that all shared System use shall be subject to the System Operator's exclusive control and the availability of suitable facilities. The System Operator reserves the right to limit, at its sole discretion, the length of communications or to temporarily discontinue sharing the System because of (a) the lack of transmission medium capacity, (b) the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary on the System, or (c) any cause beyond its control, including directives of

governmental or regulatory authorities. If it is necessary to limit the length of communications or temporarily discontinue System sharing, the System Operator will provide advance notice of the necessity to the extent practicable and the Parties shall cooperate and coordinate with each other in good faith and in a commercially reasonable manner.

3. **Price and Payment.** In exchange for the shared use of the System as described more fully in Exhibit A, the System Sharer agrees to pay the System Operator for the charges more fully set forth and described in Exhibit B. Charges will be invoiced to System Sharer and paid monthly. The System Sharer will also be responsible for any applicable taxes arising out of the System sharing under this Agreement.

4. **Maintenance of the System.** The System Operator, or its affiliate acting as System manager, shall, at its sole discretion, perform all maintenance and repairs on the equipment authorized under the System Licenses. To the extent such maintenance and repairs will materially affect System Sharer's Generating Facility, System Operator shall use reasonable efforts to provide advance notice to the System Sharer provided it is commercially reasonable to schedule or plan any such maintenance or repairs in advance of performance. To the extent practicable, all planned, scheduled and routine maintenance and repairs on the System shall be made in accordance with its regular engineering maintenance schedule established by the System Operator. Subject to the requirements of the FCC and upon notice to the System Sharer where practicable, the System Operator may make any modifications or changes it deems necessary to the System, at its sole discretion, including the transmitters, equipment, powers, antenna heights and other technical specifications of the System. Except to the extent caused by the System Operator's willful misconduct or negligent acts or omissions, the System Operator assumes no responsibility for any System Sharer-owned equipment connected to the System. The System Operator, at its sole discretion, may construct, operate and maintain new facilities or equipment as part of the System.

5. **Access to the Premises.**

- a. On or after the Effective Date, the System Operator may access, use, and maintain facilities on the premises and associated infrastructure of the Generating Facility, including without limitation antenna support structures, facilities, or buildings, owned or leased by the System Sharer ("Premises") at no charge, for the purposes of constructing, maintaining, operating, upgrading or decommissioning any part of the System. The System Operator's employees, agents and contractors shall have access to the Premises of the System Sharer twenty-four (24) hours a day, seven (7) days a week. The System Sharer grants to System Operator, and System Operator's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Premises, as such right and easement may be reasonably required. The System Sharer agrees to sign such documents or easements, at no cost to System Operator, as may be required for such access to the Premises. Any easements necessary for access will be at locations on the Premises acceptable to System Sharer and the System Operator. Where practicable, the System Operator shall

notify System Sharer in advance of its intent to access the Premises of the System Sharer.

- b. The System Sharer grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, or remove cables and lines on, over, under and across a portion of the System Sharer's Premises as necessary or desirable for use as part of the System. The System Sharer agrees to sign such documents or easements, at no cost to System Operator or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to System Sharer and the servicing utility company.

6. **Termination.**

- a. For Convenience. Notwithstanding anything contained herein to the contrary, either Party may at any time and for any reason, without cause, upon at least nine (9) months written notice to the other Party, terminate this Agreement in its entirety or with respect to for any segregable portion of its facilities.
- b. For Commercial Unreasonableness. Either Party may at any time, and upon written notice, terminate this Agreement in its entirety or any segregable portion of its facilities when directed to do so by, or when unreasonable conditions or costs as determined solely by the impacted Party, are imposed by, a governmental or regulatory authority
- c. For Cause; Right to Cure. Either Party hereto shall have the right to terminate this Agreement, in whole or in part, as applicable, at any time due to the other Party's material breach of any provision hereof by sending to the Party alleged to have breached this Agreement written notice of termination on account of that breach and describing how the Party breached this Agreement; provided, however, that this Agreement shall not terminate on account of such Party's breach if the Party alleged to have breached this Agreement cures its default within five (5) days after receipt of written notice thereof from the other Party, or within such other time as may be reasonable if such cure is not practical or possible within five (5) days.
- d. For Cause; No Right to Cure. This Agreement may be terminated by either Party immediately upon prior written notice to the other Party if such Party ceases to function as a going concern, or a receiver is appointed or applied for, or a petition under any bankruptcy, insolvency, receivership, or other similar law is filed by or against another Party, or such Party makes an assignment for the benefit of creditors.

7. **Compliance With Laws.**

- a. This Agreement shall be subject to all federal, state and local laws and regulations, including (i) the Act and the rules, regulations and orders of the FCC, and (ii) the rules, regulations and orders of the FERC, NERC, or any other governmental entity, and the Parties shall comply with such laws, rules, regulations and orders. In no

event shall a Party be held responsible or liable for any requirement or obligation imposed upon the other Party by the FCC, FERC, NERC or any other governmental authority.

- b. The System Operator shall file with the FCC all necessary applications, reports and other documents relating to the operation of the System. The Parties acknowledge and agree that the System Operator is not offering, selling, engaging in, or providing telecommunications, telecommunications capabilities, telecommunications services, common carrier services, or information services to System Sharer on a commercial basis. The payments remitted under this Agreement shall not be deemed charges for such offerings to the System Sharer. Should the System Operator determine that it is subject to the FCC's contribution or other fee payment requirements, including without limitation the payment of Universal Service Fund ("USF") contributions, the costs associated with such compliance shall be added to the pricing described in Exhibit B.
- c. In the event of a change in the duties imposed upon the Parties by the FCC, FERC, NERC, or other regulatory authority or similar entity that directly affects the terms of this Agreement, the Parties agree to renegotiate, in good faith, such terms contained herein as may be impacted by such change.

8. **Limitation of Liability.**

- a. FOR THE PURPOSES OF THIS AGREEMENT, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TERMINATION HEREOF. CONSEQUENTIAL DAMAGES SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE; LOSS OF PRODUCTION; COST OF REPLACEMENT POWER OR SERVICE; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; OR COST OF SUBSTITUTE FACILITIES.
- b. Except as stated in this Section 9, neither Party shall be liable to the other for damages, whether direct or indirect, arising out of or related to events, acts, rights or privileges contemplated in this Agreement, including but not limited to acts or omissions that result in an interruption, delay, deficiency or imperfection of service; provided, however, any Party performing a negligent or willful act or omission shall be liable for such damages in proportion and to the extent that such damages to the other Party were directly caused by such negligent or willful acts or omissions of another Party.
- c. Specifically, and without limiting the generality of the foregoing, the System Operator shall not be liable for the following:

- i. Any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including federal, state and local governments having jurisdiction over the System Operator, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; any national emergencies, insurrections, riots, wars; or any labor difficulties.
 - ii. Any act or omission of any other entity furnishing to the System Sharer equipment, facilities or service used with the System; nor shall the System Operator be liable for any damages or losses due to the willful or negligent acts or omissions of the System Sharer or due to the failure of System Sharer-provided equipment or facilities.
 - iii. Any damages, including usage charges, the System Sharer may incur as a result of the unauthorized use or the misuse of the System. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of System by the System Sharer's employees, third parties, or the public. The System Operator does not warrant or guarantee that it can prevent unauthorized use or misuse.
 - iv. Any damage arising out of actions taken in accordance with this Agreement, including, but not limited to any act or omission that results in an interruption, deficiency or imperfection of service occurring as a result of conditions, requirements or circumstances beyond the control of System Operator, its affiliates and representatives or resulting from Generating Facility or System design operation practices or conditions common to the industry.
- d. The limitations set forth in this Section 9 shall not be construed to limit either Party's indemnification obligations in Section 10 for third-party claims and actions relating to bodily injury to, or death of, any person, or damage to property.

9. **Indemnity.**

- a. System Sharer shall at all times indemnify, defend, and save harmless System Operator, its affiliates, and representatives from and against any and all damages, losses, and claims including, without limitation, claims and actions relating to injury to, or death of, any person, damage to property, demands, suits, recoveries, costs and expenses, court costs, attorneys fees, and all other obligations by or to third parties that result from or are caused in whole or in part directly or indirectly by negligence or intentional misconduct of System Sharer or its representatives.
- b. System Operator shall at all times indemnify, defend, and save harmless the System Sharer and its Representatives from and against any and all damages, losses, and claims including, without limitation, claims and actions relating to injury to, or death of, any person, damage to property, demands, suits, recoveries,

costs and expenses, court costs, attorneys fees, and all other obligations by or to third parties that result from or are caused in whole or in part directly or indirectly by negligence or intentional misconduct of IPL, its Affiliates, or Representatives, provided that such action is not related in whole or in part directly or indirectly to negligence or intentional misconduct by the Generator or its Representatives.

10. **Warranty.**

- a. *SYSTEM OPERATOR MAKES NO WARRANTY WITH RESPECT TO THE SERVICES PERFORMED OR EQUIPMENT PROVIDED HEREUNDER OR THE SYSTEM, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED.*
- b. *THE PARTIES ACKNOWLEDGE THERE ARE NO STATUTORY, ORAL, WRITTEN EXPRESS OF IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHERWISE, WITH RESPECT TO THE SERVICES AND SYSTEM PROVIDED BY THE SYSTEM OPERATOR.*

11. **Force Majeure.**

- a. It is understood that at times unavoidable delays result from causes which may reasonably be presumed to be beyond the control of the System Sharer or the System Operator, such as: Acts of providence, floods, fortuitous events, unavoidable accidents, riots, strikes, and lock outs (“Force Majeure Event”). No Party shall be considered to be in breach of this Agreement to the extent that a failure to perform its obligations is due to a Force Majeure Event.
- b. Should the performance of either Party under this Agreement be or seem to be delayed at any time for such causes, such Party shall, at once, notify the other Party in writing of the occurrence, in order that a record of the same may be made and a corresponding extension of time for the performance under this Agreement may be made, such extension not to exceed the actual number of days such unavoidable delays accrued.
- c. It is distinctly understood that should a Party fail or neglect to notify the other Party as above provided, such omission shall be construed as a waiver of all claims and rights to extension of time for performance under this Agreement on account of such delays. All Parties shall in good faith use such effort as is reasonable under all the circumstances known to that Party at the time to remove or remedy the cause(s) and mitigate the damages.

12. **Miscellaneous.**

- a. Assignment/Abandonment. This Agreement is binding upon and will inure to the benefit of the personal representatives, successors and assigns or licensees of the Parties hereto. No Party may assign or delegate this Agreement without the prior written

consent of the other Parties. Any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, no consent shall be necessary if a Party merges or consolidates with or into, or transfers substantially all of its assets to, another entity, in which case this Agreement may be assigned to such successor entity and shall be binding upon and inure to the benefit of such successor entity. Any and all assignments or delegations contrary to this provision shall be void and of no effect. Notwithstanding the foregoing, no such consent shall be required for any assignment or transfer of this Agreement by System Operator to an affiliate. Nothing in this Section 14(a) shall override the terms and conditions set forth in any other agreement between the Parties.

- b. Notices. All notices, requests, demands, and other communications required or permitted to be given or made hereunder by any Party (each a “Notice”) shall be in writing and shall be (a) delivered personally, (b) delivered by prepaid overnight courier service, or (c) delivered by confirmed facsimile transmission to the Parties hereto at the following addresses and facsimile numbers (or at such other addresses and numbers as shall be specified by the Parties hereto by similar notice) and receipt is confirmed by the named recipient:

If to the System Operator:

Interstate Power and Light Company
Attention: Mike Powers, Manager, Backbone and Radio Telecom.
1000 Main St.
Dubuque, Iowa 52001-4700
Phone: 563-584-7376
Email: mikepowers@alliantenergy.com

If to the System Sharer:

Franklin County Wind, LLC
Attention: Jeff Bales, Manager Engineering
200 First Street S.E.
Cedar Rapids, Iowa 52401
Phone: 319-786-7219
Jeffbales@alliantenergy.com


- c. Modifications; Entire Agreement. This Agreement may not be amended or modified except by a writing executed by the Parties. This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof.
- d. Prior Agreements. This Agreement supersedes all previous agreements between the Parties with respect to the subject matter hereof and shall be binding upon the Parties, their respective successors, assigns, subsidiaries, affiliates, legal representatives and

administrators. Notwithstanding the foregoing, however, this Agreement shall not supersede the Local Balancing Authority Agreement and any Generator Interconnection Agreements (GIA).

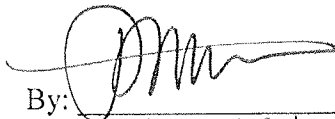
- e. Waivers. Any waiver, or any delay short of the statutory period of limitation in asserting or enforcing any right under this Agreement, or any waiver of a breach of any term in this Agreement, will not be considered (1) a waiver of a further breach of the same term, or (2) a waiver of a breach of any other term.
- f. Severability. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Agreement will remain in full effect.
- g. Obligations Survive. Any terms of this Agreement that by their nature extend beyond the termination of this Agreement remain in effect until fulfilled. Such terms include, but are not limited to, Sections 9, 10, 11 and 13.
- h. Relationship. Nothing herein shall be deemed or construed to create a joint venture or partnership relationship between the System Operator and the System Sharer or a user.
- i. Governing Law. This Agreement shall be deemed to have been made in Iowa and shall be governed by, and construed in accordance with, the laws of the State of Iowa, without regard to its principles of conflicts of laws. The Parties hereby consent to the jurisdiction of any state or federal court located in Iowa and each agree that actions or proceedings relating to this Agreement may be litigated in such courts and hereby waive any objection that each may have based on improper venue or *forum non conveniens* to the conduct of any proceeding in any such court. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.
- j. FCC Filing and System Records. This Parties expressly agree and give their consent that this Agreement may be filed with the FCC by the System Operator if required by FCC rules, regulations, policies or directives.
- k. Counterparts; Electronic Signatures. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument. The Parties agree that facsimile or PDF signatures of the Parties on this Agreement shall have the same force and effect as original signatures.
- l. Duty To Cooperate. The Parties shall, in a commercially reasonable and prudent manner, cooperate in good faith with in the performance of their duties under this Agreement.
- m. Headings. The headings in this Agreement are finding aids only and shall have no effect on the meaning of the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Telecommunications System Sharing Agreement as of the day and year first above written.

INTERSTATE POWER AND
LIGHT COMPANY
(System Operator)

By: 
Name: Michael R. POWERS
Title: Manager of Telecom + Networks

FRANKLIN COUNTY WIND, LLC
(System Sharer)

By: 
Name: MICHAEL L. ANDERSON
Title: DIRECTOR - WIND RENEWABLE
ASSET STRATEGY

Schedule 1

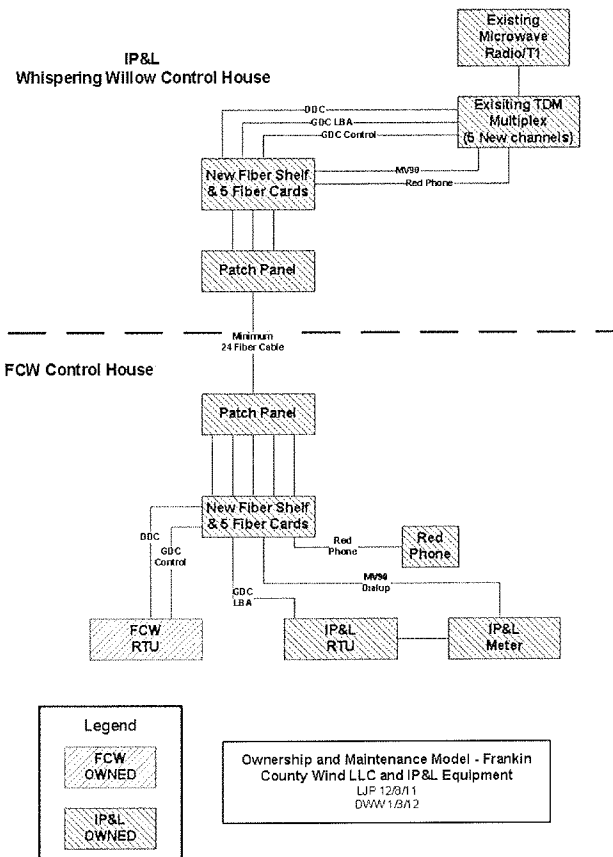


Exhibit A

To Telecommunications System Sharing Agreement

DESCRIPTION OF SHARING

By this Exhibit, the Parties establish the methods by which the System may be used and the System costs may be shared. Such methods shall be in accordance with the Communications Act of 1934, as amended, and the FCC rules and regulations.

- (1) The System Operator shall, at its sole discretion, be responsible for the licensing or ordering, construction or installation, operation or management, upgrade, maintenance or repair, and decommissioning of any part of the System used to monitor the status of user operations, to check for alarms and report alarm conditions, and issue commands to control user operations related the generation, transmission and distribution of electricity and other energy capabilities to businesses and the public in the state of Iowa and/or Minnesota, as applicable for this Generating Facility, and surrounding areas.
- (2) The System is comprised of facilities licensed under Part 101 of the FCC's rules authorizing Point-to-Point Private Operational Fixed Microwave operations and that provide wireless connectivity to associated equipment or leased lines or facilities, including without limitation local wireline circuits. The System Operator also deploys two-way mobile radio facilities authorized under Part 90 of the FCC's rules for purposes of conducting internal business activities as described above under Paragraph 1. A list of the locations supported by the System is set forth in Exhibit B.
- (3) Subject to Sections 4 and 5 of the Agreement, the System Operator may access, use, maintain, upgrade, or decommission facilities on, the Premises at no charge for the purposes of constructing, maintaining, operating, upgrading or decommissioning the System. The System Operator, at its sole discretion, may construct, operate and maintain new or additional facilities or equipment as part of the System. The System Operator may incorporate as part of this Agreement such additional facilities or equipment. The System Sharer may request that the System Operator construct, operate and maintain new or additional facilities or equipment as part of the System on behalf of the System Sharer ("Additional System Sharer Equipment"). The System Operator, at its sole discretion, may construct, operate and maintain such Additional System Sharer Equipment. Such Additional System Sharer Equipment shall be subject to the terms of this Agreement following construction and operation of such Additional System Sharer Equipment, subject to any prior review, acceptance or approvals required by the System Operator.
- (4) In exchange for the shared use of the System, the System Sharer shall remit payments to the System Operator as more fully set forth and described in Exhibit B.

Exhibit B

To System Sharing Agreement

LIST OF SYSTEM LOCATIONS AND PAYMENTS

The System Sharer’s monthly payments under this Agreement shall be calculated as follows:

- a. \$3.50 per mile for the distance from the physical location of the wind farm metering RTUs to the System Operator’s Generation Dispatch Center (GDC); and
- b. A Flat Fee of \$150.00.

The payments set forth herein are subject to change at any time. System Sharer’s payment amount shall be adjusted upon thirty (30) days written notice to reflect applicable changes, including but not limited to, changes in (a) the Consumer Price Index, (b) costs billed to the System Operator by underlying facilities providers, (c) any taxes, fees or contributions, including without limitation, any USF program fees imposed by the FCC or any other governmental entity, and (d) variations in System Sharer’s output capacity.

Substations at which the System Operator has discontinued any management, operation, or maintenance on behalf of the System Sharer may be removed from Exhibit B at any time, upon thirty (30) days written notice.

System Sharer Location, Name, County, State	Straight Line Distance from System Sharer’s Location to GDC	Monthly Payment	Monthly Flat Fee	TOTAL MONTHLY PAYMENT
Franklin County Wind, LLC, Franklin County, Wisconsin	_____ 200 miles	\$700.00	\$150.00	\$850.00

VERIFICATION

STATE OF IOWA)
)
COUNTY OF DUBUQUE)

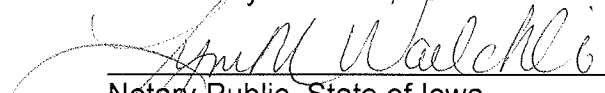
) ss.

I, Michael R. Powers, being first duly sworn on oath, depose and say that I am
Manager – Telecom & Networks of Alliant Energy Corporate Services, Inc.; that
I have read the Petition; that I know the contents thereof; and that the facts
therein stated are accurate and complete to the best of my knowledge,
information and belief.



Michael R. Powers
Manager – Telecom & Networks

Subscribed and sworn to before me
this 2nd day of March, 2012



Notary Public, State of Iowa
My Commission expires: 11/16/2013

