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Daniel R. Culhane
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Interstate Power and Light Company
An Alliant Energy Company

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February 13, 2015

Mr. Daniel P. Wolf
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-15-102
Amendment to Master Supply Agreement

Dear Mr. Wolf:

Enclosed for eFiling please find Interstate Power and Light Company's Amendment to Master Supply Agreement (see Attachment A) 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/ Daniel R. Culhane

Daniel R. Culhane
Attorney

DRC/tab
Enclosures

cc: Service List

STATE OF MINNESOTA

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

**Beverly Jones Heydinger
Nancy Lange
Dan Lipschultz
John Tuma
Betsy Wergin**

**Chair
Commissioner
Commissioner
Commissioner
Commissioner**

IN THE MATTER OF INTERSTATE POWER AND LIGHT COMPANY'S PETITION FOR APPROVAL OF AN AMENDMENT TO AN AFFILIATED INTEREST AGREEMENT	DOCKET NO. E,G001/AI-15-102
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AFFIDAVIT OF SERVICE

STATE OF IOWA)
) ss.
COUNTY OF LINN)

Tonya A. Bender, being first duly sworn on oath, deposes and states:

That on the 13th day of February, 2015, copies of the foregoing Affidavit of Service, together with Interstate Power and Light Company's Amendment to Master Supply 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. Bender
Tonya A. Bender

Subscribed and Sworn to Before Me
this 13th day of February, 2015.

 /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
Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	No	OFF_SL_15-102_AI-15-102
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	Yes	OFF_SL_15-102_AI-15-102
Daniel R	Culhane	DanielCulhane@alliantenergy.com	Alliant Energy Corporate Services, Inc.	4902 North Biltmore Ln Madison, WI 53718-2148	Electronic Service	No	OFF_SL_15-102_AI-15-102
Ian	Dobson	ian.dobson@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	Yes	OFF_SL_15-102_AI-15-102
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_15-102_AI-15-102
Michael	Greiveldinger	michaelgreiveldinger@alliantenergy.com	Interstate Power and Light Company	4902 N. Biltmore Lane Madison, WI 53718	Electronic Service	No	OFF_SL_15-102_AI-15-102
Annete	Henkel	mui@mutilityinvestors.org	Minnesota Utility Investors	413 Wacouta Street #230 St.Paul, MN 55101	Electronic Service	No	OFF_SL_15-102_AI-15-102
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	Yes	OFF_SL_15-102_AI-15-102
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	OFF_SL_15-102_AI-15-102
Ron	Spangler, Jr.	rlspangler@otpc.com	Otter Tail Power Company	215 So. Cascade St. PO Box 496 Fergus Falls, MN 565380496	Electronic Service	No	OFF_SL_15-102_AI-15-102

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	Electronic Service	No	OFF_SL_15-102_AI-15-102
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_15-102_AI-15-102

EXECUTION COPY

Amendment to Master Supply Agreement

This Amendment is effective as of January 29, 2015 (this "Amendment") with respect to that certain Master Supply Agreement dated as of January 6, 2011 (the "Agreement") by and between **INTERSTATE POWER AND LIGHT COMPANY**, a corporation of the State of Iowa with offices at 200 First Street SE, Cedar Rapids, Iowa 52401 ("IPL") and **WISCONSIN POWER AND LIGHT COMPANY**, a corporation of the State of Wisconsin with offices at 4902 N. Biltmore Lane, Madison, Wisconsin 53718 ("WPL," and together with IPL, the "Parties"). Capitalized terms used and not otherwise defined in this Amendment shall have the meanings given to such terms in the Agreement.

Whereas, the Parties wish to amend Schedule A to the Agreement to include natural gas equipment and to reflect certain updated general price ranges;

Now therefore, in consideration of the foregoing, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Schedule A to the Agreement is hereby amended in accordance with the redline appended as Attachment 1 to this Amendment.

All other terms of the Agreement shall remain as stated in the Agreement. The Agreement including this Amendment shall constitute the complete understanding of the Parties and shall govern over all other documents and oral representations making all other representations of the Parties null and void. The amendment is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein. The Amendment may be executed in counterparts.

[Remainder of this page intentionally left blank]

EXECUTION COPY

Date: 2/9/2015

INTERSTATE POWER AND LIGHT COMPANY

By: D.R. Kopp

Title: President—Interstate Power and Light Company

Name: Douglas R. Kopp

Date: 2/9/2015

WISCONSIN POWER AND LIGHT COMPANY

By: John O. Larsen

Title: President—Wisconsin Power and Light Company

Name: John O. Larsen

ATTACHMENT 1

IPL/WPL Contract No. 39698

**SCHEDULE A
ADDITIONAL TERMS**

- 1) Seller and Buyer shall only transfer Equipment classified in following categories:
 - a. Transformers (generally priced between \$500 and \$~~1050~~,000 each)
 - b. Poles (generally priced between \$150 and \$~~3501,000~~ each)
 - c. Cables and Conductors (generally priced between \$0.19/ft and \$10/ft)
 - d. Line Hardware (generally priced between \$9 and \$250)
 - e. Generation inventory (generally priced between \$800 and \$15,000)
 - f. Wind Turbine inventory (generally priced between \$5,000 and \$40,000 each)
 - g. Switches, Switchgear, Circuit Switchers (generally priced between \$150 and \$50,000 each)
 - h. Regulators, Reclosers, Capacitor Banks (generally priced between \$3,000 and \$10,000 each)
 - i. Substation Circuit Breakers (generally priced between \$10 and \$~~300500~~ each)
 - j. Environmental Control Equipment (generally priced between \$1000 and \$15,000 each)
 - k. Gas Hardware, Gas Pipe, and Gas Meter Material (generally priced between \$5 and \$10,000 each).
- 2) No Equipment priced over \$250,000 shall be transferred between the Parties under this Agreement.
- 3) The total price of all Purchase Orders within a twelve (12) month period ending on December 31, shall not exceed \$5,000,000.