

ATTACHMENT KK-2

Form of Service Agreement Interconnected Operations and Congestion Management Service

- 1.0 This Service Agreement, dated as of the ____ day of _____, _____ is entered into, by and between MISO (“Transmission Provider”) and _____ (“Congestion Management Customer”), (also hereafter referred to as Party or Parties as the context requires).
- 2.0 The Congestion Management Customer has been determined by the Transmission Provider to be eligible for Services as set forth in Part II of Module F of the Tariff and the Transmission Provider agrees to provide service upon the request of an authorized representative of the Congestion Management Customer.
- 3.0 The Congestion Management Customer agrees : (i) to supply information as set forth in Section 80 of the Tariff, and such other information, data, and specifications as the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order to provide the requested service; (ii) to perform the obligations required of Congestion Management Customers under the Tariff; and (iii) to take and pay for the requested service in accordance with the provisions of the Tariff.
- 4.0 Service under this Service Agreement shall commence on the later of: (1) the requested service commencement date, (2) the date on which all required technical data has been

received and entered into the Transmission Provider models, or (3) any other date that may be established by the Commission. Service under this Service Agreement shall terminate upon receipt of written notification as required by the Tariff, or on a date mutually agreed upon by the Parties, or as otherwise provided under the Tariff or Commission regulations.

- 5.0 Any notice required or authorized by this Service Agreement (“Notice”) or request made by a Party regarding this Service Agreement shall be in writing. Notice shall be personally delivered, transmitted by facsimile (with receipt verbally or electronically confirmed), emailed, delivered by overnight courier or mailed, postage prepaid, to the other Party at the address designated below. A Party may change its designated address upon Notice to the other Party. If the Congestion Management Customer has designated a Contract Manager to receive Notice, the contact information for that person or entity shall also be inserted here:

Transmission Provider

Congestion Management

Customer

Title: General Counsel
Address: 720 City Center Drive
Carmel, IN 46032
Fax: 317-249-2111

Email@

Contract Manager: _____

6.0 The Tariff is incorporated herein and made a part hereof.

7.0 Description of the Congestion Management Customer's transmission facilities that are within the NERC definition of Bulk Electric System, and all Flowgates that are Coordinated Flowgates, and Reciprocal Coordinated Flowgates under the Congestion Management Customer's control:

[Attach a separate sheet listing all facilities and Flowgates to be covered by this Service Agreement]

- 8.0 The Transmission Provider and the Congestion Management Customer have determined that the initial list of Designated Flowgates, as defined in Section 83.2 of the Tariff, shall be the following:

- 8.1 Provide specific documentation of rights, other than transmission tariff entitlements, to transmission capacity across the North Dakota Export flowgate ("NDEX").

- 9.0 The Transmission Provider and the Congestion Management Customer have determined that the initial list of generators that are capable of relieving congestion, as defined in Section 83.2 of the Tariff, shall be the following:

10.0 Representations and Warranties. Each Party represents and warrants to the other that, as of the date it executes this Service Agreement:

10.1 The Party is duly organized, validly existing and in good standing under the laws of the jurisdiction where organized;

10.2 The execution and delivery by the Party of this Service Agreement and the performance of its obligations hereunder have been duly and validly authorized by all requisite action on the part of the Party and do not, based on present knowledge and information, conflict with any applicable law or with any other agreement binding upon the Party; this Service Agreement has been duly executed and delivered by the Party, and, upon receipt of any necessary regulatory approvals, this Service Agreement constitutes the legal, valid and binding obligation of the Party enforceable against it in accordance with its terms except insofar as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity regardless of whether such principles are considered in a proceeding at law or in equity; and

- 10.3 There are no actions at law, suits in equity, proceedings or claims pending or, to the knowledge of the Party, threatened against the Party before or by any federal, state, foreign or local court, tribunal or governmental agency or authority that might materially delay, prevent or hinder the performance by the Party of its obligations hereunder; and
- 10.4 It is in compliance with all NERC and Regional Entity standards applicable to its operations and facilities.
11. Assignment. Neither Party may assign this Service Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except in the case of a merger, consolidation, sale, or spin-off of substantially all of a Party's assets. Notwithstanding anything to the contrary herein, the following conditions shall apply to assignment of this Service Agreement by the Congestion Management Customer: (1) assignment may be made to only another eligible Congestion Management Customer; (2) if any change is requested by the assignee, it may be approved by the Transmission Provider only if such change does not impair reliability; and (3) the assignee must agree to be subject to and bound by all applicable terms and conditions of the Service Agreement and the Tariff.
12. Third Party Beneficiaries. There are no intended third-party beneficiaries of this Service Agreement. Nothing in this Service Agreement shall be construed to create any duty to,

any standard of care with reference to, or any liability to, any person not a Party to this Service Agreement.

13. Entire Agreement. This Service Agreement, which incorporates the Tariff, constitutes the entire understanding and agreement of the Parties, and supersedes any and all previous communications, representations, understandings, and agreements (oral or written) between the Parties with respect to the subject matter hereof. The headings used in this Service Agreement are for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.
14. No Joint Venture. Nothing contained in this Service Agreement shall be construed to imply the existence of a joint venture, principal and agent relationship, or employment relationship between the Parties, and no Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other Party without the express written consent of the other.
15. Governing Law. This Service Agreement, to the extent not subject to the jurisdiction of the FERC, shall be governed by and construed in accordance with applicable State laws.
16. Additional Terms. If the Congestion Management Customer is the United States of America or an agency thereof, the terms and conditions found in Section 12B of the Tariff shall be incorporated in this Service Agreement and shall become a part hereof by this reference. If the Congestion Management Customer is a public-power entity, the terms and conditions found in Section 12E of the Tariff applicable to participation by public power entities shall be incorporated in this Service Agreement and shall become a part hereof by this reference.

17. No Waiver of Jurisdictional Immunity. If the Congestion Management Customer is not subject to the jurisdiction of the FERC as a "public utility" under the Federal Power Act, the Congestion Management Customer shall not be required to take any action or participate in any filing or appeal that would confer FERC jurisdiction over the Congestion Management Customer. Nothing in this Service Agreement waives any objection to, or otherwise constitutes a consent to, the jurisdiction by FERC over the Congestion Management Customer or its transmission service, facilities and rates.

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

Transmission Provider

Congestion Management

Customer

By: _____

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

