

ATTACHMENT NN

Form of Service Agreement to Provide Blackstart Service

- 1.0 This Service Agreement, dated as of the ____ day of _____, _____ is entered into, by and between MISO (“Transmission Provider”), _____ (“Transmission Operator”) and _____ (“Blackstart Unit Owner”), (also hereafter referred to as Party or Parties as the context requires).
- 2.0 The Blackstart Unit Owner asserts that it meets and will continue during the duration of this Service Agreement to meet all of the eligibility requirements as set forth in Schedule 33 of the Tariff to be capable of providing Blackstart Services to the Transmission Operator in the Transmission Provider Region; and the Transmission Provider agrees to compensate the Blackstart Unit Owner for making such Blackstart Services available to assist in re-energizing the Transmission System following a system-wide blackout, or to compensate the Transmission Operator (if the agreement for Blackstart Service between the Transmission Operator and the Black Start Unit Owner provides for the Transmission Operator to make Blackstart Service payments to the Black Start Unit Owner).
- 3.0 The Blackstart Unit Owner agrees: (i) to supply all information as set forth in Schedule 33 of the Tariff, and to supply 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 Blackstart Service; and (ii) to perform the

obligations required of a Blackstart Unit Owner under the Tariff.

4.0 Term of Blackstart Service: The Parties agree as follows:

4.1 Blackstart 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.

4.2 Blackstart Service shall be for a minimum term of a continuous three (3) year period and will be automatically extended for any additional year to maintain a rolling three (3) year commitment, in the absence of notice of termination as described below.

4.3 Blackstart Unit Owner shall have the right to terminate this Service Agreement upon providing the Transmission Provider and the applicable Transmission Operator which is receiving the Blackstart Service with at least two (2) years of written Notice.

4.4 The applicable Transmission Operator may terminate this Service Agreement by providing written Notice to the Blackstart Unit Owner and to the Transmission Provider at least two (2) years before the commitment period ends.

- 4.5 The Transmission Operator may terminate this Service Agreement at any time if the Blackstart Unit Owner does not comply with any term or condition of this Service Agreement.
- 4.6 If the Black Start Unit Owner and the Transmission Operator have entered into a separate agreement for the provision of Black Start Service, a copy of said agreement is attached hereto as Exhibit A, and to the extent consistent with the Tariff, including Schedule 33 and this Attachment NN, is incorporated herein by this reference.
- 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 Blackstart Unit Owner has designated a Contract Manager to receive Notice, the contact information for that person or entity shall also be inserted here:

Transmission Provider

Blackstart Unit Owner

Title: General Counsel

Address: 720 City Center Drive _____
Carmel, IN 46032 _____
Fax: 317-249-2111
Email@

Transmission Operator

Title:

Address:

- 6.0 The Tariff is incorporated herein and made a part hereof.
- 7.0 The Blackstart Unit Owner agrees, at a minimum, to adhere to and to comply with all of the reporting requirements, Performance Standards, Outage Restrictions and Testing requirements found in Schedule 33, as well as with all applicable NERC reliability standards and applicable Regional Entity requirements.
- 8.0 Description of the Blackstart Unit Owner's Blackstart Equipment that is used to provide Blackstart Service, and points of interconnection:

[Attach a separate sheet listing all Blackstart Facilities to be covered by this Service Agreement, with points of interconnection]

9.0 Compensation: The Transmission Provider will compensate the Blackstart Unit Owner (or compensate the Transmission Operator if the agreement for Blackstart Service between the Transmission Operator and the Black Start Unit Owner provides for the Transmission Operator to make Blackstart Service payments to the Black Start Unit Owner) for provision of Blackstart Service as follows:

9.1 Each month that the Blackstart Unit Owner is available to provide Blackstart Services commencing on the effective date of this Service Agreement pursuant to section 4.1, the Transmission Provider shall pay one twelfth (1/12) of the Blackstart Unit Owner's annual revenue requirement established pursuant to Section V of Schedule 33.

9.2 If the Blackstart Unit Owner fails to comply with any of the terms and conditions of this Service Agreement, the Transmission Provider shall no longer have an obligation to make payments.

10. Assignment. No Party may assign this Service Agreement or its rights hereunder without the prior written consent of the other Parties, 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 Blackstart Unit Owner: (1) assignment may be made to only another eligible Blackstart Unit Owner; (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.

11. Additional Terms. If the Blackstart Unit Owner 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 Blackstart Unit Owner 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.

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

[Signature Appear on Following Page]

Transmission Provider

By: _____

Name: _____

Title: _____

Date: _____

Blackstart Unit Owner

By: _____

Name: _____

Title: _____

Date: _____

Transmission Operator

By: _____

Name: _____

Title: _____

Date: _____