

**Multi-Party
Facilities Service Agreement**

entered into by

[Interconnection Customers]

And

[Transmission Owner]

And

Midcontinent Independent System Operator, Inc.

(Projects)

Effective On:

**Multi-Party
Facilities Service Agreement
for
Projects [_____]**

This **Multi-Party Facilities Service Agreement** (“Service Agreement”) dated _____, _____, is entered into by and between _____, a [corporation / limited liability company] organized and existing under the laws of the State of [_____] (“Interconnection Customer”), **[Repeat as necessary to accommodate multiple customers]** and _____, a [corporation / limited liability company] organized under the laws of the State of [_____] (“Owner”), and the Midcontinent Independent System Operator, Inc. (“MISO”) to compensate the Owner for upgrades and additions to its transmission system (“Network Upgrade(s)”) necessary for Interconnection Service for the Interconnection Customers’ Generating Facilities under the MISO Open Access Transmission, Energy, and Operating Reserve Markets Tariff (“Tariff”). Interconnection Customers, Owner, and MISO are each referred to as “Party,” and collectively as “Parties.” Interconnection Customers each may be referred to as “Interconnection Customer” or collectively as the “Interconnection Customers.”

WHEREAS, the Parties have entered into a Multi-Party Facilities Construction Agreement (“MPFCA”) under which Owner has agreed to construct such Network Upgrade(s);

WHEREAS, the Interconnection Service necessary for Interconnection Customers’ Generating Facilities, MISO Projects _____ and _____ **[Repeat as necessary to accommodate multiple projects]** (“Projects”), requires Owner to install the same Network Upgrade(s) on Owner’s transmission system for the group of Projects consisting of [*brief description of Network Upgrade(s)*] (the “Common Use Upgrade(s)” or “CUU”), in order for Owner to operate and maintain the transmission system in a safe and reliable manner;

WHEREAS, Transmission Provider has ascertained the extent to which each Interconnection Customer’s Generating Facilities impacts the constraint on [*identify relevant facilities*] and causes the need for the Common Use Upgrade(s), as set forth in Exhibit C hereto,

Effective On:

and has calculated the costs of the Common Use Upgrade(s) to be allocated to each Interconnection Customer as set forth in the MPFCA by and among the Parties and in accordance with Exhibit A hereto in the amount of each Interconnection Customer's cost share ("Cost Share") for each Common Use Upgrade;

WHEREAS, in accordance with the MISO Tariff in effect at the time the MPFCA was executed, the Owner has elected the Transmission Owner Initial Funding option described in Article 3.2.1 of the *pro forma* MPFCA and Section 17 of Attachment X of the Tariff, also referred to as the self-fund option, and will recover the initial capital cost of the Common Use Upgrade(s) from Interconnection Customers through this Service Agreement;

WHEREAS, the Owner will fund, construct, own, operate and maintain the Common Use Upgrade(s);

WHEREAS, the MISO Tariff in effect at the time of execution of the MPFCA, requires the Parties to enter into a service agreement if the Owner elects to self-fund;

WHEREAS, the Owner's election to self-fund allows it to recover a return of and on its costs to construct the Common Use Upgrade(s) from Interconnection Customers through this Service Agreement;

WHEREAS, this Service Agreement contains in Exhibit C the estimated costs of the Common Use Upgrade(s) in accordance with the MPFCA with such costs to be trued up when final actual costs are determined;

WHEREAS, any Interconnection Customer or Owner may request in writing that MISO file with FERC this Service Agreement in unexecuted form; and

WHEREAS, MISO is a signatory to this Service Agreement for purposes of the cross-default provisions of this Service Agreement and each Interconnection Customer's Generator Interconnection Agreement ("GIA").

NOW, THEREFORE, in consideration of the mutual premises and covenants

hereinafter set forth and other good and valuable consideration, and intending to be legally bound hereby, the Parties hereby agree that Owner shall recover from Interconnection Customers the return of and on the initial capital cost of the Common Use Upgrade(s), under the following terms and conditions:

I. Definitions: Capitalized terms used in this Service Agreement that are not otherwise defined herein shall have the meaning provided in the Tariff and in the MPFCA.

II. Effective Date and Term

Unless terminated earlier by mutual agreement, the effective date of this Service Agreement shall be _____, _____, or such other date as it is permitted to become effective by the Federal Energy Regulatory Commission (“Commission” or “FERC”) (“Effective Date”). This Service Agreement shall continue until twenty (20) years of Annual Payments and the appropriate Prorated Payments for each Common Use Upgrade governed by this Service Agreement have been collected by Owner from each Interconnection Customer (“Term”), subject to Sections IV and V hereof, unless the Parties mutually agree on a different term for this Service Agreement.

III. Common Use Upgrade(s) Charge

- a. Beginning with the first June 15 following notification from Owner to Interconnection Customers, consistent with the notice requirements of the MPFCA, that a Common Use Upgrade has been placed in service (“In-Service Date”) and continuing for the Term of this Service Agreement, each Interconnection Customer shall make a payment to Owner each year in the amount of its Cost Share of the Annual Revenue Requirement for each Common Use Upgrade subject to this Service Agreement that is in service, as calculated in accordance with Exhibit A hereto (“Annual Payment”). For the period between the In-Service Date of a Common Use Upgrade subject to this Service Agreement that occurs before June 15 and the first June 15 following the In-Service Date of that Common Use Upgrade (“Initial Proration Period”), or the period between the twentieth anniversary of the first June 15 following the In-Service Date of a

Common Use Upgrade subject to this Service Agreement and the twentieth anniversary of the In-Service Date of that Common Use Upgrade that occurs after June 15 (“Terminal Proration Period”), each Interconnection Customer shall make a payment to Owner each month in the amount of one-twelfth of its Annual Payment amount for that Common Use Upgrade (“Prorated Payment”). As the Common Use Upgrade(s) subject to this Service Agreement are placed in service, the Annual Payment and Prorated Payments calculated in accordance with Exhibit A for each Common Use Upgrade in service will be added together for each Interconnection Customer and become due and owing from each Interconnection Customer as provided in this Section III and when twenty (20) years of Annual Payments and Prorated Payments calculated in accordance with Exhibit A for each Common Use Upgrade subject to this Service Agreement have been made by each Interconnection Customer, those payments will no longer be due and owing from each Interconnection Customer as provided in this Section III.

- b. Each Annual Payment for each Common Use Upgrade subject to this Service Agreement shall be due and payable by June 15 (“Due Date”), without invoice, for the Term of this Service Agreement. Owner shall provide Interconnection Customers with notice each year of the change in their respective Annual Payment amounts as a result of annual changes to Owner’s Attachment O Formula Rate as described in Section III.d. Each Prorated Payment shall be due from each Interconnection Customer and payable by the 15th day of each month during the Initial Proration Period and the Terminal Proration Period for each Common Use Upgrade subject to this Service Agreement.
- c. Initial Annual Payments and Prorated Payments during the Initial Proration Period shall be based on the Estimated Common Use Capital Cost (“ECUC”)¹ reflected in Exhibit C hereto.

¹ Note: For Common Use Upgrades at 345 kV and above, the ECUC will exclude the ten (10) percent of the Project Cost to “be allocated on a system-wide basis and recovered pursuant to Attachment GG of this Tariff” as provided for in Attachment FF of the Tariff.

- d. The Annual Payment amounts for each Common Use Upgrade for each Interconnection Customer shall be re-calculated annually to be effective each June 15 by updating certain inputs to the Formula Rate (“Formula”) shown in Exhibit B of this Service Agreement and rounded to the nearest whole dollar. The Formula calculates the Levelized Fixed Charge Rate based on the ECUC of each Common Use Upgrade subject to this Service Agreement, the Term of this Service Agreement in years, and certain historic, actual data from the Owner’s Attachment O Formula Rate or successor rate under the Tariff including: (i) Owner’s Combined Tax Rate, (ii) the amounts of Owner Interest on Long Term Debt, (iii) the Long Term Debt and Common Equity balances, and (iv) Owner’s FERC approved Return on Equity. Beginning June 15 of the first or second calendar year following the In-Service Date of a Common Use Upgrade subject to this Service Agreement, as applicable based on when the Actual Common Use Capital Cost (“ACUC”)² for that Common Use Upgrade is determined, and each subsequent June 15 thereafter, each Interconnection Customer’s Annual Payment amounts for that Common Use Upgrade shall be updated based on the Owner’s Attachment O Formula Rate using data from the previous calendar year to reflect a new Levelized Fixed Charge Rate applied to each Interconnection Customer’s Cost Share of the ACUC for that Common Use Upgrade. Any adjustment to the inputs to Owner’s Attachment O Formula Rate or successor rate under the Tariff used in the Formula shown in Exhibit B of this Service Agreement shall require a recalculation using the Formula set forth in Exhibit B for the period to which such adjustment applies and require revised Annual Payment and Prorated Payment amounts and refunds or surcharges, as necessary.
- e. Owner shall make available to Interconnection Customers information necessary to verify the costs incurred by Owner for which the Interconnection Customers are responsible under this Service Agreement and to carry out obligations and

² Note: For Common Use Upgrades at 345 kV and above, the ACUC will exclude the ten (10) percent of the Project Cost to “be allocated on a system-wide basis and recovered pursuant to Attachment GG of this Tariff” as provided for in Attachment FF of the Tariff.

responsibilities under this Service Agreement, provided that Interconnection Customers shall not use such information for purposes other than those set forth in this Section III and to enforce their rights under this Service Agreement.

- f. Subject to the requirements of confidentiality under Section X.b of this Service Agreement: (1) the accounts and records related to the design, engineering, procurement, and construction of the Common Use Upgrade(s) shall be subject to audit for a period of twenty-four (24) months following the In-Service Date of each such Common Use Upgrade; (2) the accounts and records related to the one-time true-up adjustment provided for in paragraph (g) of this Section shall be subject to audit for a period of twenty-four (24) months following the date the Owner provides notice to Interconnection Customers of that true-up adjustment; and (3) the accounts and records related to the annual inputs to the Formula shown in Exhibit B of this Service Agreement shall be subject to audit for a period of twelve (12) months following each year's Formula update in accordance with this Section III. Each Interconnection Customer at its expense shall have the right, during normal business hours, and upon prior reasonable notice to the other Parties, to audit such accounts and records, provided, however, that Owner shall not be required to cooperate with more than one audit per quarter (accordingly, if more than one Interconnection Customer wishes to conduct an audit within a given calendar quarter, they must do so jointly). Any audit authorized by this Section III shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this Service Agreement.
- g. A one-time true-up adjustment for each Common Use Upgrade subject to this Service Agreement shall be calculated within one (1) year of the In-Service Date for such Common Use Upgrade when its ACUC is known and all costs associated with its ECUC have been accounted for. The true-up adjustment will be equal to the difference between Annual Payments and Prorated Payments collected to-date and what the Annual Payments and Prorated Payments to-date would have been

using the ACUC of that Common Use Upgrade. The true-up adjustment, either as a credit due or charge to each Interconnection Customer, shall be reflected in each Interconnection Customer's next Annual Payment amount due for that Common Use Upgrade, including interest. Interest on the true-up adjustment will begin to accrue the first day of the month following the In-Service Date of that Common Use Upgrade subject to this Service Agreement and shall be determined based on the Commission's regulations at 18 C.F.R § 35.19a. Owner will provide notice to Interconnection Customers upon determination of the true-up adjustment as provided herein.

IV. Security

- a. Each Interconnection Customer shall provide Owner with security in the form of irrevocable security reasonably acceptable to Owner (for example, a letter of credit, surety bond, or parent guaranty) in an amount equal to the sum of the Interconnection Customer's ECUC Cost Share for each Common Use Upgrade subject to this Service Agreement, specified in Exhibit C (the "Security"). Each Interconnection Customer shall provide the Security to Owner pursuant to this Section IV.a. within the later of: (a) forty-five (45) Calendar Days of the execution of this Service Agreement by all Parties; (b) forty-five (45) Calendar Days of acceptance of this Service Agreement by FERC if this Service Agreement is filed unexecuted and the Security is being protested by one or more Interconnection Customers; or (c) forty-five (45) Calendar Days of the date of filing of this Service Agreement if it is filed unexecuted and the Security is not being protested by any Interconnection Customer. Owner shall release the security received for the Common Use Upgrade(s) costs under the MPFCA from an Interconnection Customer upon Owner's receipt of Security under this Service Agreement from that Interconnection Customer. Any Interconnection Customer may apply the security it provided under the MPFCA as the Security for this Service Agreement if the form, terms, and provider of the security provided under the MPFCA allow it. In no event shall an Interconnection Customer allow Security to lapse between the MPFCA and this Service Agreement. Likewise, in

no event shall an Interconnection Customer be required to maintain concurrently the security under the MPFCA and the Security under this Service Agreement. Each Interconnection Customer will adjust its Security to equal the sum of that Interconnection Customer's Cost Share Percentage applied to the ACUC ("ACUC Cost Share") for each Common Use Upgrade subject to this Service Agreement if the one-time true-up adjustment described in Section III.g. determines the ECUC for one or more Common Use Upgrade(s) to be less than the ACUC for those Common Use Upgrade(s). Each Interconnection Customer may reduce its Security to an amount equal to the sum of that Interconnection Customer's ACUC Cost Share for each Common Use Upgrade subject to this Service Agreement if the one-time true-up adjustment described in Section III.g. determines the ECUC for one or more Common Use Upgrade(s) to be greater than the ACUC for one or more Common Use Upgrade(s). The Security shall remain with Owner for the remaining Term of this Service Agreement, including the Terminal Proration Period. At its discretion, each Interconnection Customer may reduce its Security by 5% (or a pro-rated portion based on the Term of this Service Agreement, as agreed by the Parties) of the sum of the Interconnection Customer's ACUC Cost Share of each Common Use Upgrade in service on the first anniversary of the In-Service Date of one or more Common Use Upgrade(s) and may continue to reduce its Security by 5% (or a pro-rated portion based on the Term of this Service Agreement, as agreed by the Parties) each year over the Term of this Service Agreement, provided that any such reduction in the amount of Security must be evidenced to Owner in the form of a revised form of Security reasonably acceptable to the Owner.

- b. In the event an Interconnection Customer fails to make one or more Annual Payments by the Due Date or one or more Prorated Payments by the 15th day of each month during the Initial Proration Period or the Terminal Proration Period, Owner shall be entitled to draw on the Security posted by that Interconnection Customer in the amount of the missed Annual Payments or Prorated Payments as well as any accrued interest charges based on the Commission's regulations at 18

C.F.R § 35.19a. If an Interconnection Customer fails to make one or more Annual Payments by the Due Date or one or more Prorated Payments by the 15th day of each month during the Initial Proration Period or the Terminal Proration Period and its Security has been depleted, the Interconnection Customer shall provide Owner with new irrevocable security, in a form reasonably acceptable to Owner (“New Security”) within thirty (30) days of Owner’s demand for New Security.

- c. Security shall remain in place until expiration of this Service Agreement. Any Security provided by an Interconnection Customer must be kept active, must continue to meet Owner’s Security requirements and must be available to Owner for the purpose of making Annual Payments and Prorated Payments under this Service Agreement in the event that the Interconnection Customer fails to make such Annual Payments or Prorated Payments. Any fees or costs associated with the provision of Security are the responsibility of the Interconnection Customer.
- d. Each Interconnection Customer acknowledges that the construction of the Common Use Upgrade(s) under the MPFCA could be subject to tax gross-up, as applicable, upon Interconnection Customer’s default under this Service Agreement and that the Security provided hereunder could be used to cover such obligations.

V. Breach, Default, and Cross-Default

- a. General: Upon a breach under this Service Agreement, the non-breaching Party or Parties shall give written notice of such breach to the breaching Party with a copy to all non-breaching Parties. The breaching Party shall have thirty (30) Calendar Days from receipt of the notice of breach within which to cure such breach; provided however, if such breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the notice of breach; and, if cured within such time, the breach specified in such notice shall be deemed cured

and treated by the Parties as if it had not occurred. If a breach is not cured as provided in this Section V.a or is not capable of being cured within the period provided for herein, the breaching Party shall be in default under this Service Agreement.

- b. Customer Default: An Interconnection Customer shall be in default of this Service Agreement if the Interconnection Customer: (i) fails to make two (2) consecutive Prorated Payments when due or is more than sixty (60) Calendar Days late in providing an Annual Payment; provided that Owner has given the Interconnection Customer notice of and the Interconnection Customer has failed to cure such late payments consistent with Section V.a; (ii) fails to provide New Security within thirty (30) Calendar Days of Owner's demand for New Security; (iii) terminates operation of its Generating Facility prior to the end of the Term of this Service Agreement; or (iv) is declared to be in default under its GIA.. In the event of default, the defaulting Interconnection Customer shall promptly pay to Owner all Annual Payments and Prorated Payments still owed under this Service Agreement. In the event that an Interconnection Customer does not promptly pay all amounts due and owing under this Service Agreement to the Owner, the Owner may draw on the remaining balance of the Security provided by that Interconnection Customer. This payment or draw on the Security does not limit any and all rights and remedies available to the Owner allowed by law with respect to such default or collecting all amounts owed by that Interconnection Customer for the remaining Term of this Service Agreement. Each Interconnection Customer shall indemnify Owner for reasonable costs, attorney fees and/or expenses incurred with respect to its default or for collecting all amounts owed by that Interconnection Customer for the remaining Term of this Service Agreement, including, as applicable, any tax gross-up obligations under this Service Agreement. For the avoidance of doubt, the liability of each Interconnection Customer under this Service Agreement is several and not joint and each Interconnection Customer shall be liable only for its obligations (and not those of any other Interconnection Customer) under this Service Agreement.

- c. Owner Default: Owner shall be in default of this Service Agreement if: (1) it fails to provide an Interconnection Customer with any of the information access and audit rights provided in Section III; (2) such failure is not cured following notice from the Interconnection Customer as provided in Section V.a; and (3) such failure has a material adverse effect on that Interconnection Customer's ability to perform under this Service Agreement.
- d. Cross Default: This Service Agreement is a requirement for Interconnection Service under the GIA when a Transmission Owner or Affected System owner has elected to self-fund the capital for the Common Use Upgrade(s) and shall be subject to the terms and conditions of Attachment X, including the rights to termination of Interconnection Service. Notwithstanding anything to the contrary contained in this Service Agreement, a breach by an individual Interconnection Customer of any provision, covenant or other term or condition contained in this Service Agreement shall be considered a breach under that Interconnection Customer's GIA referenced in the recitals to this Service Agreement. An event of default by an Interconnection Customer under Section V.b. hereof shall, after the passage of all applicable notice and cure or grace periods, be considered a default under this Service Agreement and a default of that Interconnection Customer's GIA referenced in the recitals to this Service Agreement. Owner and MISO shall be entitled (but in no event required) in an event of such dual breach or default to apply all rights and remedies available in this Service Agreement and the GIA by reason of a breach or default.
- e. In the event an Interconnection Customer defaults under its GIA, Transmission Provider shall provide prompt notice of such default to the Parties and all affected Transmission Owners that have FERC-filed service agreements with Interconnection Customer under the Tariff.

VI. Shared Network Upgrades

If any Common Use Upgrade subject to this Service Agreement is identified as a Shared Network Upgrade, as defined in the Tariff, for a subsequent Interconnection Customer, where

that Interconnection Customer has entered into a GIA which requires the Shared Network Upgrade as a condition of that Interconnection Customer's Interconnection Service ("New Interconnection Customer"), Owner will amend this Service Agreement to reflect in Exhibit C updated Cost Share Percentages and updated Cost Shares for each Interconnection Customer, including the New Interconnection Customer, for that Common Use Upgrade to reflect each Interconnection Customer's, including the New Interconnection Customer's, responsibility for the cost of the Common Use Upgrade based on the effective date of the New Interconnection Customer's GIA and New Interconnection Customer's percentage cost responsibility for the Common Use Upgrade determined in accordance with the methodology used in the MPFCA. Owner also will update each Interconnection Customer's Annual Payment and Prorated Payment amounts and calculate New Interconnection Customer's Annual Payment and Prorated Payment amounts for the remaining term of this Service Agreement in accordance with Exhibit A using the updated Cost Share Percentages and updated Cost Shares provided in the amended Exhibit C.

VII. Additional Common Use Upgrades

This Service Agreement may be amended to incorporate the cost of additional Common Use Upgrade(s) assigned to the Projects as a condition of the Projects' Interconnection Service through amendments to Exhibit C to set forth each Interconnection Customer's Cost Share Percentage and Cost Share for that Common Use Upgrade to reflect each Customer's percentage cost responsibility for the Common Use Upgrade determined in accordance with the methodology used in the MPFCA. Owner also will update each Interconnection Customer's Annual Payment and Prorated Payment amounts using the amended Exhibit C.

VIII. Assignment

This Service Agreement shall inure to the benefit of and be binding upon each Party's successors and permitted assigns. No Interconnection Customer shall assign this Service Agreement or its related contractual rights without the prior written consent of Owner and Owner shall not assign this Service Agreement or its related contractual rights without the prior written consent of the Interconnection Customers, which prior written consent shall not be unreasonably withheld or delayed; provided that the assignee is at least as creditworthy as the assigning Party and the assignee of an Interconnection Customer shall provide Owner with Security as

contemplated herein; and provided further that an individual Interconnection Customer shall have the right to assign this Service Agreement, without the consent of either MISO or Owner, for collateral security purposes to aid in providing financing for its Generating Facility, provided that the Interconnection Customer will promptly notify MISO and Owner of any such assignment. No assignment of this Service Agreement shall release or discharge any Party from their future obligations hereunder unless all such obligations are assumed by the successor or assignee of that Party in writing.

IX. Transmission Service

Nothing in this Service Agreement conveys a right to transmission service under the Tariff. Interconnection Customers or their agents shall obtain transmission service subject to the rates, terms and conditions of the Tariff under separate agreements.

X. Other

- a. Entire Agreement: This Service Agreement represents the entire agreement between Owner and Interconnection Customers with reference to payment terms for the Common Use Upgrade(s) provided by Owner for Interconnection Customers under the MPFCA. This Service Agreement may not be amended, modified, or waived other than by a written document signed by all Parties.
- b. Confidentiality:
Definition. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by a Party to another Party prior to the execution of this Service Agreement. Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18

C.F.R. Section 388.113(c). Such confidentiality will be maintained in accordance with this Section X.b. If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Section warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

Term. During the term of this Service Agreement, and for a period of three (3) years after the expiration or termination of this Service Agreement, except as otherwise provided in this Section X.b or with regard to CEII, each Party shall hold in confidence and shall not disclose to any person Confidential Information. CEII shall be treated in accordance with Commission policy and regulations.

Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Service Agreement; or (6) is required to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Service Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

Release of Confidential Information. No Party shall release or disclose

Confidential Information to any other person, except to its affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, agents, consultants, or to non-parties who may be or are considering providing financing to or equity participation with an Interconnection Customer, or to potential purchasers or assignees of an Interconnection Customer, on a need-to-know basis in connection with this Service Agreement, unless such person has first been advised of the confidentiality provisions of this Section X.b and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section X.b.

Rights. Each Party retains all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure. Nothing in this Agreement shall limit or otherwise modify Transmission Provider's rights and obligations with respect to Confidential Information as set forth in the Tariff.

No Warranties. By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under this Service Agreement or its regulatory requirements.

Order of Disclosure. If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this Service Agreement. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

Termination of Agreement. Upon termination of this Service Agreement for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Section X.b shall survive such termination.

Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's breach of its obligations under this Section X.b. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party breaches or threatens to breach its obligations under this Section X.b, which equitable relief shall be granted without bond or proof of damages, and the breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section X.b, but

shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section X.b.

Disclosure to FERC, its Staff or a State. Notwithstanding anything in this Section X.b to the contrary, and pursuant to 18 CFR § 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this Service Agreement, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this Service Agreement prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this Service Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

Competitively Sensitive Information. Subject to the exception in the preceding paragraph of this Section X.b, any information that a disclosing Party claims is competitively sensitive, commercial or financial information under this Service Agreement shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the receiving Party to be required to

be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Service Agreement or as the Regional Transmission Organization or a Local Balancing Authority operator including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party who received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

- c. Regulatory Approval: This Service Agreement and its terms shall be subject to approval, if applicable, by the Commission. This Service Agreement and its terms shall also be subject to, as applicable, the Tariff.
- d. Force Majeure: No Party shall be considered in default as to any obligation under this Service Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, if any Party's performance under this Service Agreement is hindered by an event of Force Majeure, it shall make all reasonable efforts to perform its obligations under this Service Agreement. An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, act of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. Economic hardship is not

considered a Force Majeure event.

- e. Disputes: Any dispute hereunder shall be referred to senior representatives of each Party. If the senior representatives are not able to resolve the dispute within thirty (30) Calendar Days, the dispute resolution procedures of the Tariff shall apply to the resolution of any dispute hereunder.
- f. Reservation of Rights: Nothing in this Service Agreement shall limit the rights of the Parties or of FERC under Sections 205 and 206 of the Federal Power Act and FERC's rules and regulations thereunder.
- g. Liability: A Party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this Service Agreement, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in the Tariff. The provisions set forth in the Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this Service Agreement, regardless of whether the obligation is preceded by a specific directive.
- h. Governing Law: This Service Agreement is governed by and shall be construed in accordance with laws of the State of [____], without regard for any principles of conflicts of laws.
- i. No Waiver: It is mutually understood that any failure by Owner or inconsistency to enforce or require the strict keeping and performance by an Interconnection Customer of any of the provisions of this Service Agreement shall not constitute a waiver by Owner of such provisions, and shall not affect or impair such provisions in any way, or the right of Owner at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. The waiver, illegality, invalidity and/or unenforceability of any provision appearing in this Service Agreement shall not affect the validity of this Service Agreement as a whole or the validity or any other provisions therein.

- j. Waiver of Jury: TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SERVICE AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

XI. Contacts

Any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address specified in this Section XI. The notices provided for under Section III.b. and III.g. and any other notices, if agreed to by the Parties, may be made via electronic means, with e-mail confirmation of delivery.

Owner's Representative and Address

Owner Name
Address
City, State Zip
Phone
Email

Interconnection Customer's Representative and Address

Interconnection Customer Name
Address
City, State Zip
Phone
Email

Transmission Provider's Representative
and Address

MISO
Address
City, State Zip
Phone
Email

Interconnection Customer's
Representative and Address

Interconnection Customer Name
Address
City, State Zip
Phone
Email

SIGNATURE PAGE FOLLOWS

THIS SERVICE AGREEMENT IS ENTERED INTO BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES WHOSE SIGNATURES ARE SET FORTH BELOW. EXECUTED COUNTERPARTS OF THIS SERVICE AGREEMENT MAY BE DELIVERED BY ELECTRONIC MEANS, SUCH AS EMAIL, BY THE PARTIES AND THE RECEIVING PARTIES MAY RELY ON THE RECEIPT OF SUCH EXECUTED COUNTERPART AS IF THE ORIGINAL HAS BEEN RECEIVED.

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

Transmission Owner,
Name

Interconnection Customer,
Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Transmission Provider,
Midcontinent Independent System Operator, Inc.

Interconnection Customer 2,
Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

	A	B	C	D	E	F	G	H	I	J
1	Description [chart may be modified to cover a different number of CUUs or Customers]	CUU 1			CUU 2			CUU 3		
2	Estimated Common Use Upgrade Capital Costs ("ECUC")	\$ _____			\$ _____			\$ _____		
3	Interconnection Customer	A	B	C	A	B	C	A	B	C
4	Interconnection Customer Cost Share Percentage	%	%	%	%	%	%	%	%	%
5	ECUC Share	\$ (2B*4B)	\$ (2B*4C)	\$ (2B*4D)	\$ (2E*4E)	\$ (2E*4F)	\$ (2E*4G)	\$ (2H*4H)	\$ (2H*4I)	\$ (2H*4J)
6	Levelized Fixed Charge Rate	%			%			%		
7	Share of Annual Revenue Requirement (Annual Payment Amount)	\$ (5B*6B)	\$ (5C*6B)	\$ (5D*6B)	\$ (5E*6E)	\$ (5F*6E)	\$ (5G*6E)	\$ (5H*6H)	\$ (5I*6H)	\$ (5J*6H)
8	Monthly Revenue Requirement (Prorated Payment Amount)	\$ (7B/12)	\$ (7C/12)	\$ (7D/12)	\$ (7E/12)	\$ (7F/12)	\$ (7G/12)	\$ (7H/12)	\$ (7I/12)	\$ (7J/12)
9	Estimated In- Service Date									
10	Estimated First Payment Date									

Effective On:

EXHIBIT B

Levelized Fixed
Charge Rate
Calculation with
Deferred Recovery
(Unpopulated
Template)

Project

Name:

Description

Cost Year:

Estimated or Actual Cost
and ISD:

Rate Recovery Period:

Levelized Fixed Charge Computation:

Estimated Common Use Upgrade

Capital Costs

Levelized FCR with Deferred Recovery

Annual Network Upgrade

Charge

Monthly Payment

(Line 57)

(Line 19 x Line 20)

(Line 21 / 12)

\$0

0.0000%

\$0

\$0

Fixed Charge Rate

Calculation:

Investment

PW Federal Tax

Depreciation

Applicable federal tax rate

PW Federal Tax Benefit

(Line 19)

[Line 113, Col (f)]

(Line 64)

(Line 28 x Line 29)

0

0

0.00%

0

Effective On:

MISO
FERC Electric Tariff
ATTACHMENTS

Attachment X: Appendix 15
Multi-Party Facilities Service Agreement (MPFSA)
32.0.0

32	PW State Tax Depreciation	[Line 113, Col (g)]	0
33	Applicable state tax rate	(Line 65)	0.00%
34	PW State Tax Benefit	(Line 32 x Line 33)	0
35	PW Tax		
36	Benefit	(Line 30 + Line 34)	0
37	Present Worth Cashflow	(Line 26 - Line 36)	0
	Revenue Conversion		
38	Factor	$[1/(1 - \text{Line 63})]$	0.0000
39	Present Worth Revenue Requirement	(Line 37 x Line 38)	0
40	In Service		
41	Date		
42	Recovery Start Date		
43	Deferral Days (February counted as 28 days)		
	Deferral Annualization Factor (based on		
44	365 days)	(Line 43/365)	0.0000%
45	Discount Rate per Year	(Line 79)	0.0000%
	Deferral		
46	Factor	$\{[(1 + \text{Line 45})^{\text{Line 44}}] - 1\}$	0.0000%
47	Deferral Adjustment	(Line 39 x Line 46)	0
48			
49	Present Worth with Deferred Recovery	(Line 39 + Line 47)	0
50			
51	Recovery Period (RP)		
	Annualization Factor	$\{ i [(1+i)^{\text{RP}}] \} / \{ [(1+i)^{\text{RP}}] - 1 \}$	0.0000%
52		(where RP is Line 51, and i is Line 45)	
53			
54			
55	Levelized Amount	(Line 49 x Line 52)	0
56	Levelized Fixed Charge		
57	Rate (FCR)	(Line 55 / Line 26)	0.0000%
58			
59	Project		
60	Name:		
61			
62	Inputs from Attachment O		
	Combined Tax Rate (Attachment O, p3,		
63	Line 21)		

Effective On:

64	Applicable federal tax rate						
65	Applicable state tax rate			0.00%			
66							
67	Interest (Attachment O, p4, Line 21)						
68							
69	Preferred Dividends (Attachment O, p4, Line 22)						
70							
71							
72	Capital Structure	Amount	Weight	Cost	Weighted Cost		
73	(Attachment O, page 4, Lines 27-30):						
74	Long-Term Debt Preferred		0.00%	0.00%	0.0000%		
75	Stock Common		0.00%	0.00%	0.0000%		
76	Equity		0.00%		0.0000%		
77	Capitalization	0	0.00%		0.0000%		
78							
79	Discount Rate		(Line 77 - (Line 63 x Line 74))		0.0000%		
80							
81							
82							
83							
84	MACRS Depreciation Rates with Bonus Depreciation Option:						
85							
86		(a)	(b)	(c)	(d)	(e)	(f)
87	Year	MACRS Rates	MACRS Depr	State Depr	Present Worth Factor	Present Worth Federal Tax Depreciation	Present Worth State Tax Depreciation
88					1/(1+i)^n		
89							
90							
91							
92	Base	(Line 19)	\$0	\$0			
93	1		0		0.000000	0	
94	Remaining Base	(Line 92- Line 93)	0.0				
95							
96	1		0	0	0.000000	0	0
97	2		0	0	0.000000	0	0
98	3		0	0	0.000000	0	0

Effective On:

99	4	0	0	0.000000	0	0
100	5	0	0	0.000000	0	0
101	6	0	0	0.000000	0	0
102	7	0	0	0.000000	0	0
103	8	0	0	0.000000	0	0
104	9	0	0	0.000000	0	0
105	10	0	0	0.000000	0	0
106	11	0	0	0.000000	0	0
107	12	0	0	0.000000	0	0
108	13	0	0	0.000000	0	0
109	14	0	0	0.000000	0	0
110	15	0	0	0.000000	0	0
111	16	0	0	0.000000	0	0
112						
113	Total	0	0		0	0
114						

115 Footnote:

116 *Use line 93 if bonus depreciation is*
117 *applicable*

EXHIBIT C
COST SHARE PERCENTAGES AND COST SHARES
OF CAPITAL COSTS OF COMMON USE UPGRADES

Note: this exhibit will be completed when filed not a template)	CUU 1			CUU 2			CUU 3			CUU 4		
	\$_____			\$_____			\$_____			\$_____		
Estimated Common Use Upgrade Capital Costs (“ECUC”)												
Customers	A	B	C	A	B	C	A	B	C	A	B	C
Cost Share Percentages	__%	__%	__%	__%	__%	__%	__%	__%	__%	__%	__%	__%
Cost Share of ECUC	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____