

Facilities Service Agreement

entered into by

[Interconnection Customer]

And

[Transmission Owner]

And

Midcontinent Independent System Operator, Inc.

(Project)

Effective On:

Facilities Service Agreement
for
Project [_____]

This **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 [_____] (“Customer”), 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 Customer’s Generating Facility under the MISO Open Access Transmission, Energy, and Operating Reserve Markets Tariff (“Tariff”). Customer, Owner, and MISO are each referred to as “Party,” and collectively as “Parties.”

WHEREAS, the Parties entered into the [*Title/type of Generator Interconnection Agreement* (“GIA”)]; / [Alternative language for instances where the GIA is with someone other than Owner: “**WHEREAS**, Customer entered into a GIA with [GIA Transmission Owner] together with MISO;”]

[Optional additional clause covering the case where this agreement is the result of an FCA: “**WHEREAS**, the Parties have entered into a Facilities Construction Agreement (“FCA”) under which Owner has agreed to construct such Network Upgrade(s);”]

WHEREAS, the Interconnection Service necessary for Customer’s Generating Facility, MISO Project _____, requires Owner to install Network Upgrade(s) on Owner’s transmission system consisting of [*brief description of Network Upgrade(s)*] in order for Owner to operate and maintain the transmission system in a safe and reliable manner;

WHEREAS, in accordance with the MISO Tariff in effect at the time the GIA [or FCA] was executed, the Owner has elected the self-fund option described in [Article 11.3 of the *pro forma* GIA] / [Article 3.2.1 of the *pro forma* FCA] and article [] of Attachment X of the Tariff,

Effective On:

in accordance with the terms of Attachment X of the Tariff, and will recover the initial capital cost of the Network Upgrade(s) from Customer through this Service Agreement;

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

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

WHEREAS, in accordance with the terms of Attachment X of the Tariff, the Owner's election to self-fund allows it to recover a return of and on its costs to construct the Network Upgrade(s) from Customer through this Service Agreement;

WHEREAS, this Service Agreement contains the estimated costs of the Network Upgrade(s) in accordance with the [GIA or FCA] with such costs to be trued up when final actual costs are determined;

WHEREAS, either 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 the 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 Customer the return of and on the initial capital cost of the Network 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.

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 On:

effective by the Federal Energy Regulatory Commission (“Commission” or “FERC”) (“Effective Date”). This Service Agreement shall continue until two hundred forty (240) months of Payments for each Network Upgrade governed by this Service Agreement have been collected by Owner, unless the Parties mutually agree on a different term for this Service Agreement, including but not limited to a term that is consistent with the base term of the GIA, of ____ years from the Effective Date (“Term”).

III. Network Upgrade Charge

- a. Beginning with the month following notification from Owner to Customer, consistent with the notice requirements of the GIA [or FCA], that a Network Upgrade has been placed in service (“In-Service Date”) and continuing for the Term of this Service Agreement, Customer shall make a payment to Owner each month in the amount of the Monthly Revenue Requirement (“Payment”) for that Network Upgrade. Alternatively, Customer may elect to switch from monthly Payments to an annual payment after the first June 1 following the In-Service Date of the last Network Upgrade governed by this Service Agreement and shall make annual payments equivalent to twelve (12) months of Payments for each calendar year until the first Network Upgrade under this Service Agreement to be placed in service has less than twelve (12) months of Payments owing in a calendar year, after which Customer shall resume making monthly Payments for each Network Upgrade. In no event shall the total amount paid by Customer to Owner for a Network Upgrade be less than the equivalent amount due if there were instead monthly Payments for the entire Term of this Service Agreement.
- b. Each Payment shall be due and payable by the 15th day of each month (“Monthly Due Date”), without invoice, for the Term of this Service Agreement, or, if Customer elects to switch to an annual payment after the first June 1 following the In-Service Date of the last Network Upgrade, each annual payment for the Network Upgrade(s) shall be due and payable by the 15th day of June of each year following the first June 1 following the In-Service Date of the last Network

Upgrade placed in service and every twelve months thereafter (“Annual Due Date”), without invoice, until the first Network Upgrade placed in service has less than twelve (12) months of Payments owing in a calendar year, after which Customer shall resume making monthly Payments by the 15th day of each month until Customer has paid the equivalent of monthly Payments for each Network Upgrade under this Service Agreement for all months of the Term of this Service Agreement. Owner shall provide Customer with notice each year of the change in Payment amount as a result of annual changes to Owner’s Attachment O Formula Rate as described below.

- c. Initial Payment(s) shall be based on the Estimated Network Upgrade Initial Capital Cost (“ENUC” or Initial Capital Cost)¹ as illustrated in the table below.

Description [chart may be modified to cover more than one NU]	Amount
Estimated Network Upgrade (“ENUC” or “Initial Capital Cost”)	\$_____
Levelized Fixed Charge Rate	%
Annual Revenue Requirement	\$_____
Monthly Revenue Requirement (Payment)	\$_____

- d. The Monthly Revenue Requirement or Payment by Customer to Owner for the Network Upgrade(s) shall be updated as Network Upgrades subject to this Service Agreement are placed in service and shall be re-calculated annually to be effective each June 1 by updating certain inputs to the Formula Rate (“Formula”) shown in Exhibit I of this Service Agreement, and rounded to the nearest whole dollar. The Formula calculates the Levelized Fixed Charge Rate and Payment based on the Initial Capital Cost, 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

¹ Note: For Network Upgrades at 345 kV and above, the ENUC 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.

Equity balances, and (iv) Owner's FERC approved Return on Equity. Beginning June 1 of the first or second calendar year following the In-Service Date, as applicable based on when the Actual Network Upgrade Initial Capital Cost ("ANUC")² is determined, and each subsequent June 1 thereafter, the Payment shall be updated based on the Owner's Attachment O Formula Rate using data from the previous calendar year and the ANUC. 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 I of this Service Agreement shall require a recalculation of the Formula set forth in Exhibit I for the period to which such adjustment applies and require revised Payment amounts and refunds or surcharges, as necessary.

- e. Each Party shall make available to the other Parties information necessary to verify the costs incurred by the other Parties for which the requesting Party is responsible under this Agreement and carry out obligations and responsibilities under this Service Agreement, provided that the Parties 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 Network Upgrades and/or System Protection Facilities shall be subject to audit for a period of twenty-four (24) months following the In-Service Date of each such Network Upgrade or System Protection Facility; (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 true-up adjustment is reflected in the Customer's Payment invoice; and (3) the accounts and records related to the annual inputs to the Formula shown in Exhibit I of this Service

² Note: For Network Upgrades at 345 kV and above, the ANUC 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.

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. 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. 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 shall be calculated within one (1) year of the In-Service Date when the ANUC is known and all costs associated with the ENUC have been accounted for. The true-up adjustment will be equal to the difference between Payments collected to-date and what the Payments to-date would have been using the ANUC. The true-up adjustment, either as a credit due or charges to the Customer, shall be included in the Customer's next Payment due, including interest. Interest on the true-up adjustment will begin to accrue the first day of the month following the In-Service Date determined based on the Commission's regulations at 18 C.F.R § 35.19a. Owner will invoice Customer upon determination of the true-up as provided herein.

IV. Security

- a. The 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 Initial Capital Cost (the "Security"). The Security shall be provided to Owner by Customer pursuant to this Article 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 Customer; 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 Customer. Owner shall release all Security received for the Network Upgrade costs under the GIA [or

FCA] upon Owner's receipt of Security for the Network Upgrade(s) under this Service Agreement. The Security provided under the GIA [or FCA] may be applied as the Security for this Service Agreement if the form, terms, and provider of the Security provided under the GIA [or FCA] allow it. In no event shall Customer allow Security to lapse between the GIA [or FCA] and this Service Agreement. Likewise, in no event shall Customer be required to maintain concurrently the [full amount of] Security under the GIA [or FCA] and the [full amount of] Security under this Service Agreement. The Security may be adjusted to an amount equal to the ANUC after such time that the one-time true-up adjustment as described in Section III is completed for each Network Upgrade. The Security shall remain with Owner for the remaining months of the Term. At Customer's discretion, such Security may be reduced by 5% (or a pro rated portion based on the Term of this Service Agreement, as agreed by the Parties) of the ANUC of each Network Upgrade on the first anniversary of the In-Service Date of that Network Upgrade and may continue to be reduced 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 Customer fails to make a Payment by the Due Date, Owner shall be entitled to draw on the Security posted by Customer in the amount of missed Payments as well as any accrued interest charges based on the Commission's regulations at 18 C.F.R § 35.19a. If Customer fails to make Payment by the Due Date and Security has been depleted, 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 Customer must be kept active, must continue to meet Owner's Security requirements and must be available to Owner for the purpose of

making Payments under this Service Agreement in the event that Customer fails to make such Payment. Any fees or costs associated with the provision of security are the responsibility of the Customer.

- d. Customer acknowledges that the construction of the Network Upgrade(s) under the GIA [or FCA] could be subject to tax gross-up, as applicable, upon 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: Customer shall be in default of this Service Agreement if Customer: (i) fails to make two (2) consecutive monthly Payments when due or be more than sixty (60) Calendar Days late in providing an annual payment; provided that, Owner has given Customer notice of and 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, Customer shall promptly pay to Owner all Payments still owed under this Service Agreement. In the event that Customer does not promptly pay all amounts due and owing to the Owner, the Owner may draw on the remaining balance of the Security provided by the 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 for the remaining months due under this Service Agreement. Customer shall indemnify Owner for reasonable costs, attorney fees and/or expenses incurred with respect to a default or collecting all amounts owed for the remaining months, including, as applicable, any tax gross-up obligations under this Service Agreement.

- c. Owner Default: Owner shall be in default of this Service Agreement if: (1) it fails to provide Customer with any of the information access and audit rights provided in Section III; (2) such failure is not cured following notice from Customer as provided in Section V.a; and (3) such failure has a material adverse effect on 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 fund the capital for the Network Upgrades and Transmission Owner's System Protection Facilities 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 Customer of any provision, covenant or other term or condition contained in this Service Agreement shall be considered a breach under the Customer's GIA referenced in the recitals to this Service Agreement. An event of default by 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 the 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 of a default under Customer's GIA, Transmission Provider shall provide prompt notice of such default to all affected Transmission Owners that have FERC-filed service agreements with Customer under the Tariff.

VI. Shared Network Upgrades

If any Network Upgrade under 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, Owner will develop new service agreements or amend existing service agreements to update Payments to reflect each Interconnection Customer's responsibility for the cost of the Network Upgrade based on the effective date of that subsequent Interconnection Customer's GIA and that subsequent Interconnection Customer's percentage cost responsibility for the Network Upgrade.

VII. Additional Network Upgrades

This Service Agreement may be amended to incorporate the cost of additional Owner Network Upgrades assigned to Project _____ as a condition of Project _____'s Interconnection Service.

VIII. Assignment

This Service Agreement shall inure to the benefit of and be binding upon each Party's successors and permitted assigns. No Party shall assign this Service Agreement or their related contractual rights without the prior written consent of the other Parties, 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 Customer shall provide Owner with Security as contemplated herein; and provided further that 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 the Generating Facility, provided that

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. Customer or its agent shall obtain transmission service subject to the rates, terms and conditions of the Tariff under a separate agreement.

X. Other

- a. Entire Agreement: This Service Agreement represents the entire agreement between Owner and Customer with reference to payment terms for the Network Upgrade(s) provided by Owner for Customer under the GIA [or FCA]. 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 Article 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 Customer, or to potential purchasers or assignees of

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 this 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 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

Owner's Representative and Address

Owner Name
Address
City, State Zip
Phone
Email

Customer's Representative and Address

Customer Name
Address
City, State Zip
Phone
Email

Transmission Provider's Representative
and Address

MISO
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.

By: _____

Name: _____

Title: _____

Effective On:

EXHIBIT I

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:

Initial Network Upgrade Capital Cost

\$0

Levelized FCR with Deferred Recovery

(Line 57)

0.0000%

Annual Network Upgrade

Charge

(Line 19 x Line 20)

\$0

Monthly Payment

(Line 21 / 12)

\$0

Fixed Charge Rate

Calculation:

Investment

(Line 19)

0

PW Federal Tax

[Line 113, Col (f)]

0

Effective On:

MISO
FERC Electric Tariff
ATTACHMENTS

Attachment X: Appendix 14
Facilities Service Agreement (FSA)
36.0.0

Depreciation		
29	Applicable federal tax rate	(Line 64) 0.00%
30	PW Federal Tax Benefit	(Line 28 x Line 29) 0
31		
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 - Line 63)] 0.0000
39	Present Worth Revenue Requirement	(Line 37 x Line 38) 0
40		
	In Service	
41	Date	
42	Recovery Start Date	
	Deferral Days (February counted as 28	
43	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+Line 45)^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)^RP] } / { [(1+i)^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:	

Effective On:

61

62 Inputs from Attachment O

63 Combined Tax Rate (Attachment O, p3,
Line 21)

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
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73 (Attachment O, page 4, Lines 27-30):

Long-Term

74 Debt

Preferred

75 Stock

Common

76 Equity

77 Capitalization

78

Discount

79 Rate

80

81

82

83

84 MACRS Depreciation Rates with Bonus Depreciation Option:

85

86	(a)	(b)	(c)	(d)	(e)	(f)	(g)
87 Year	MACRS Rates	MACRS Depr	State Depr	Present Worth Factor $1/(1+i)^n$	Present Worth Federal Tax Depreciation	Present Worth State Tax Depreciation	

91

92 Base (Line 19) \$0 \$0

93 1 0 0.000000 0

94 Remaining (Line 92-
Base 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
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*