

ATTACHMENT Z

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into by the undersigned _____ (“Company”) and Midcontinent Independent System Operator, Inc. (“MISO” or “Transmission Provider”). Each of “Company” and “MISO” may be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties are entering into this Agreement as required by the Open Access Transmission and Energy Markets Tariff of MISO, as approved by FERC and as may be modified from time to time (the “Tariff”);

WHEREAS, the Parties recognize that the successful operation of the MISO Region is highly dependent on access to certain types of information and, for MISO to ensure that there is a high degree of wholesale power supply reliability, MISO needs to have access to certain information;

WHEREAS, in order to meet certain objectives of MISO, Company is obligated to provide to MISO certain Confidential Information, and MISO is obligated to provide to Company certain Confidential Information, some of which may be considered competitively or commercially sensitive or strategic in nature; and

WHEREAS, the Parties are entering into this Agreement to set out how they will share Confidential Information with one another and how such Confidential Information will be used as well as how such confidentiality will be maintained and when such information may be disclosed.

ARTICLE ONE

DEFINITIONS

All initially capitalized terms shall have the meanings assigned to such terms in the Tariff, unless otherwise specified below:

1. “Asset Specific Information - Forecast and Post-Settlement” means information including, but not limited to:
 - a. Unit forecast information relating to a particular asset, which is necessary to determine the projected operation of particular generators.
 - b. Information relating to a particular asset, which is necessary to determine the accuracy of settlement.
 - c. Participant input data.
 - d. Capability responsibility data and calculations, for those specific generating facilities for which a Participant(s) has an ownership interest.
 - e. All information, with the exception of bids, offers and meter data, necessary to verify settlement data.

2. “Asset Specific Information - Near Real-Time” means information including, but not limited to, near real-time information related to the particular asset.
3. “Company” has the meaning set forth in the Preamble to this Agreement.
4. “Company Specific Data” means information including, but not limited to:
 - a. Data not yet posted on the OASIS.
 - b. Confidential Information, for which Company, or an agent thereof, has the right to receive the data.
 - c. Invoice and settlement data.
5. “Competitively Sensitive Information” means information that is not public and the unauthorized disclosure of which could: have anti-competitive effects, provide a competitor with an unfair or improper competitive advantage, or unfairly or improperly result in competitive harm, detriment, prejudice, disadvantage or injury to the legitimate proprietary rights, business or commercial interests, market position, or ability to bargain freely, of the lawful owners, possessors or users of such information.
6. “Confidential Information” has the meaning set forth in Article 2 of this Agreement.
7. “Disclosing Party” means the Party furnishing Confidential Information to another Party.
8. “Meter, Bid, and Offer Data” means information including, but not limited to, Confidential Information submitted as inputs to the Energy Markets or Market Activities.

9. “MISO” has the meaning set forth in the Preamble to this Agreement.
10. “MISO Documents” means documents that are or have been approved by MISO, including, but not limited to, MISO Filed Documents, the Reliability Charter, MISO Business Manuals and any other system rules, procedures or criteria for the operation of the MISO system, and administration of Energy Markets or Market Activities as contained in the MISO Filed Documents.
11. “MISO Filed Documents” means the Tariff and the ISO Agreement.
12. “MISO Information” means information including, but not limited to:
 - a. Any Company or asset specific information as requested by MISO, which will be maintained in accordance with this Agreement.
 - b. Any MISO administrative information not specifically listed in other categories.
13. “Non-Public Transmission Information” means information including, but not limited to:
 - a. Information and/or reports that are filed with the NERC.
 - b. Information and/or reports that are filed with the applicable coordinating councils.
 - c. Information related to the transmission system, which is not posted on the OASIS, including, but not limited to, detailed operations data.
 - d. Information relating to specific generators, which is required by transmission personnel to ensure the reliable operation of the MISO Region.

- e. MISO transmission operating guides.
 - f. Information related to system restoration efforts.
14. “OASIS” means the Open Access Same-Time Information System.
15. “Party” or “Parties” has the meaning set forth in the Preamble to this Agreement.
16. “Public” means any entity other than MISO or Company, or any officer, director, employee, agent, consultant and advisor of such Parties.
17. “Public Information” means any information that is available to the Public including, but not limited to:
- a. Public record filings with regulatory agencies.
 - b. Data posted on OASIS.
 - c. Information and/or reports that are required to be filed with FERC, unless specifically required to be filed on a confidential basis.
 - d. Public generator information including system inventory and new applications.
 - e. Energy Markets or Market Activity information including any items required to be made public by: (i) MISO Filed Documents; (ii) MISO Documents; and (iii) the items listed in aggregate Energy Market or Market Activities results, as posted under “Market Information” on MISO’s website pursuant to this Agreement.
 - f. Energy Markets or Market Activities test information including any information equivalent to public Energy Markets or Market Activities information derived from test programs for new markets or market

software or simulations of proposed market improvement. Includes any and all information necessary for evaluation of the impacts of a proposed new market or an improvement to an existing market, such as cost-shifting impacts and price impacts under certain conditions.

- g. System aggregate planning data including load forecasts.
- h. Public reports required by MISO Documents.
- i. Public Market Monitoring Information including, but not limited to, public reports by the Independent Market Monitor required by the Tariff. Includes ISO's time and expenses in pursuing sanctionable behavior on a case-by-case basis and periodic reports of sanctions imposed and the sanctionable behavior upon which such sanctions were imposed, provided that the information is presented in a manner that does not allow for the identification of Company by name or provide a manner for identifying Company, except as otherwise provided in MISO Documents.
- j. Any other information that is not Confidential Information that MISO determines is appropriate for public dissemination because it will improve system reliability, the efficiency of the Energy Markets or Market Activities or public understanding of the Transmission System and the operations of the Transmission System.

18. "Recipient" means the Party acquiring possession of Confidential Information from another Party.

19. “Recipient’s Material” means all memoranda, summaries, notes, analyses, compilations, studies or those portions of other documents prepared by Recipient, Recipient’s Representatives and/or Recipient’s affiliates to the extent they contain or reflect such information of the Disclosing Party.
20. “Reliability, Operations, and Area Control Information” means the information including, but not limited to:
 - a. External Control Center Information.
 - i. All system operations or planning information that relates to the particular external Control Center.
 - ii. Information that is required to assure the reliable operation of the interconnected bulk power system.
 - iii. Inter-area transmission operating guides that relate to the particular external Balancing Authority Area.
 - b. Internal (satellites) control center information.
 - i. All system operations or planning information.
 - ii. Information relating to specific generating facilities that is needed to assure the reliable operation of the MISO Region.
 - iii. Transmission operating guides.
 - iv. MISO and satellite system restoration plans.
21. “Representatives” means the officers, directors, employees, agents, consultants and advisors of the Recipient.

22. “Tariff” means The Open Access Transmission and Energy Markets Tariff of MISO, as approved by FERC and may be modified from time to time.

ARTICLE TWO

CONFIDENTIAL INFORMATION

1. Confidential Information. “Confidential Information” as used in this Agreement means any proprietary, or commercially or competitively sensitive information, trade secret, or information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Transmission Customer, Market Participant, or other user, which is designated as confidential by the entity supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, that is received by the Transmission Provider or Company and is not disclosed except under the terms of a Confidential Information policy. More specifically, for the purposes of this Agreement, Confidential Information shall include:

- a. Information that: (i) is furnished by Company (*i.e.*, the Disclosing Party) to MISO and another Transmission Owner or Participant, (*i.e.*, the Recipient), or the Representatives; (ii) constitutes trade secrets or commercial or financial information, the disclosure of which would harm the Disclosing Party or prejudice the position of that Transmission Owner or Market Participant in the MISO

Energy Markets; (iii) constitutes any business, technical, marketing, financial or other information; or (iv) has been designated in writing by the Disclosing Party as confidential or proprietary either in the document which provided such information, in the transmittal materials accompanying such Confidential Information, or in a separate document which identifies the information with sufficient specificity and clarity so that the entity receiving such information has been made aware that Disclosing Party seeks confidential treatment for such information.

- b. Information that: (i) is furnished by MISO (*i.e.*, the Disclosing Party) to Company (*i.e.*, the Recipient) or the Representatives; (ii) constitutes trade secrets or commercial or financial information the disclosure of which would have an adverse effect on the ability of MISO to perform its responsibilities under the ISO Agreement and or Tariff; or (iii) has been designated in writing by MISO as confidential or proprietary either in the document which provided such information, in transmittal materials accompanying such information, or in a separate document which identifies the information with sufficient specificity and clarity so that the entity receiving such information has been made aware that MISO seeks confidential treatment for such information.

- c. Information relating to the job status or performance or terms of employment of any MISO employee.
- d. Any business, technical, marketing, financial or other information that contains information described in subparagraphs a., b., or c., above, and allow for the specific identification of the Disclosing Party, prepared by Disclosing Party or the Recipient and/or its affiliates.
- e. Non-Public Transmission Information.
- f. Company Specific Data.
- g. Asset Specific Information – Near Real-Time.
- h. Asset Specific Information – Forecast and Post-Settlement.
- i. Meter, Bid and Offer Data.
- j. Reliability Operations and Area Control Information.
- k. MISO Information.

2. Non-Confidential Information. For the purposes of this Agreement,

Confidential Information shall not include:

- a. Information that is or becomes generally available to the Public other than as a result of unauthorized disclosure by a Recipient.
- b. Information that becomes available to Recipient on a non-confidential basis from a source other than a Party, provided that (i) such source is not prohibited from transmitting such

information by contractual, legal or other obligation; or (ii) was in Recipient's possession prior to disclosure of the same information by Disclosing Party.

- c. Information that is defined as "Public Information."
- d. Information that can be shown by the Recipient's prior records to have been already known to the Recipient other than through disclosure by a third party which would not be subject to exclusion based on Paragraph Article 2 section 2.b(i) above.
- e. Is sufficiently aggregated or redacted such that the identity of the Disclosing Party is not identifiable.

3. All Confidential Information, as defined in this Agreement, will be distributed only in accordance with this Agreement. All other data, which is not defined as Confidential Information may be released at the discretion of the Parties.

4. This Agreement does not apply to information shared by Transmission Owners and Market Participants that is not also furnished to MISO.

ARTICLE THREE

TREATMENT OF INFORMATION

1. Disclosure of Confidential Information.
 - a. Notwithstanding the foregoing, the Parties may disclose Confidential Information of another Party only if such disclosure is permitted in writing by the Disclosing Party, if disclosure is required by order of a court or regulatory agency of competent jurisdiction in accordance with Section 38.9.4 of the Tariff, or dispute resolution pursuant to the ISO Agreement or the Tariff, or as otherwise specifically permitted by this Agreement or in Section 38.9 of the Tariff.
 - b. A Party shall provide prompt written notice to the Disclosing Party if either it is compelled by order of a court or regulatory agency of competent jurisdiction to disclose, or receives a request seeking to compel disclosure of, Confidential Information for which it is not the Disclosing Party.
 - c. Further, in recognition that Company may be subject to public records and open meeting laws and that certain other demands may be placed on Company to disclose Confidential Information, a Recipient may disclose such Confidential Information if and to the extent required by law or requested in writing pursuant to a public records demand or other legal discovery process, provided, in either event, that the Recipient gives the Disclosing Party prompt written notice of the circumstances that may

require such disclosure in time so that the Disclosing Party has a reasonable opportunity to seek a protective order to prevent or limit disclosure.

2. Disclosure of Information to Representatives. Notwithstanding any provision herein to the contrary, the Parties may share Confidential Information with their respective Representatives who by virtue of their participation in MISO need access to the Confidential Information of a Disclosing Party, provided, however, that the Recipient shall take all reasonable measures to ensure that its respective Representatives do not disclose such Confidential Information to any other employee, representative, or agent of the Recipient or any other person except as permitted under this Agreement.
3. Disclosure of Information Regarding Defaulting Transmission Owners or Market Participants. Notwithstanding any provision herein to the contrary, the information for release to Company identified in this Paragraph 3 shall no longer be deemed "Confidential Information" pursuant to this Agreement if Company is the subject of a voluntary or involuntary bankruptcy petition or has sought relief under bankruptcy or insolvency laws, or that has otherwise defaulted under its MISO arrangements which default is not, or MISO reasonably concludes will not be cured within five days of the date of the default. In the case of a payment default as defined in Section 7 of the Tariff or within ten days of the date of its default in the case of any other defaults, the following information with respect to Company's obligations shall be disclosed by MISO to its legal counsel, each of

Company's billing contacts, and appropriate state regulatory or judiciary authority (for the 60 Calendar Day period prior to the date of the bankruptcy, insolvency petition or other default (the "Default Date") and from the Default Date forward until such time as Company cures the default): (a) the type and available amount of financial assurance in place, (b) any notification provided by Company pursuant to the creditworthiness policy and/or billing policy, specified in Sections 11 and 7 of the Tariff, respectively, to MISO of a material change in its financial status, (c) any change in the type or available amount of financial assurance provided by Company, (d) whether Company has defaulted on its payment obligations under the billing policy, the amount of any such default, the date of the default, and when or whether the default is cured, (e) whether Company has defaulted on its obligations under the creditworthiness policy specified in Section 7 of the Tariff, the amount of any such default, the date of the default, and when or whether the default is cured, (f) where the financial assurance provided by Company is a bond, whether MISO has provided notice of default to the surety and whether the surety has given notice of termination of the bond or otherwise disclaimed or refused to honor or delayed in honoring its obligations under the bond, and the response of MISO to any such notice, (g) whether Company is a net seller or purchaser in the Energy Markets or with respect to Market Activities, (h) the amount of Company's purchases in the Energy Markets or with respect to Market Activities, and (i) whether Company owns a registered Load asset.

4. Non-Public Transmission Information. Notwithstanding any provision herein to the contrary, Non-Public Transmission Information may be made available to the applicable coordinating councils and Company's personnel. The release of relevant transmission Outage information to affected generators, to the extent required or desired for coordination of transmission and generation Outages, shall be governed by MISO processes available for such coordination, by the Standards of Conduct and by other applicable FERC regulation.
5. Company Specific Data. Notwithstanding any provision herein to the contrary, Company Specific Data may be made available to authorized users or agents of Company.
6. Asset Specific Information – Near Real-Time. Notwithstanding any provision herein to the contrary, Asset Specific Information may be made available to Company, or agents thereof, who are joint owners and/or entitlement holders in the asset. The release of relevant generation Outage information to affected Transmission Owners, to the extent required or desired for coordination of transmission and generation Outages, shall be governed by MISO processes available for such coordination, by the Standards of Conduct and by other applicable FERC regulation.
7. Asset Specific Information – Forecast and Post-Settlement. Notwithstanding any provision herein to the contrary, this Asset Specific Information - Forecast and Post-Settlement data may be made available to those Transmission Owners or Market Participants, or agents thereof, who are joint owners and/or entitlement

holders in the asset. The release of relevant Forecast and Post-Settlement information to affected Transmission Owners, to the extent required or desired for coordination of transmission and generation Outages, shall be governed by MISO processes available for such coordination, by the Standards of Conduct and by other applicable FERC regulation.

8. Meter, Bid and Offer Data. Notwithstanding any provision herein to the contrary:
 - a. MISO shall publish Bid and Offer information for all Energy Markets or Market Activities on its website ninety (90) days after the day for which each demand Bid and supply Offer was in effect, provided that the information is presented in a manner that does not reveal the specific Load or supply asset, its owners, or the name of the entity making the Bid or Offer, but that allows the tracking of each individual entity's Bids and Offers over time. All Bid and Offer data will be provided rather than only cleared Bids and Offers.
 - b. Bid and Offer data may be made available to any third party with a generator ownerships share, or agent thereof, for a specified asset. Meter data may be made available to the metering agent for a specified asset. Meter data may be manually distributed to the third party whose unmetered Load is calculated based on said meter data.
9. Reliability, Operations and Balancing Authority Area Information. Confidential Information (under signature of confidentiality agreements that provide rights to Company equivalent to those granted in this Agreement to notice of and

opportunity to defend against any release of their Confidential Information) and non-confidential information may be shared among Balancing Authority Areas for the purposes of increasing markets coordination, including elimination of seams, increasing market efficiency and study purposes of the interconnected bulk power system.

10. Public Information. Notwithstanding any provision herein to the contrary, Public Information may be made available to the Public. Fees may apply to cover process and handling expenses.
11. MISO Information. Notwithstanding any provision herein to the contrary, MISO personnel, consultants, counsel, and Board Members may have access to any MISO Information.

ARTICLE FOUR

INFORMATION REQUESTS TO MISO

1. Except as provided otherwise in the Tariff, the following steps shall be taken when any entity requests information, that is not Public Information, from MISO and that the requesting entity is not otherwise authorized to receive information under this Agreement:
 - a. If the information is Confidential Information, MISO, will within a reasonable time of the request notify the Disclosing Party. MISO will not release the requested information unless it is authorized to do so in writing by the Disclosing Party or ordered to do so by a court or regulatory authority with jurisdiction over such matters in accordance with Section 38.9.4 of the Tariff; provided, however, that third parties requesting disclosure of information designated as “Confidential” may challenge the designation pursuant to procedures specified in the Business Practices Manuals.
 - b. The Disclosing Party shall bear any costs reasonably incurred by MISO in opposing the issuance of any order by a court or regulatory authority requiring disclosure of the Confidential Information.
 - c. Notwithstanding the foregoing: (i) Authorized Agencies and Authorized Requestors may obtain Confidential Information pursuant to Section 38.9.4 of the Tariff; or (ii) if the FERC or its staff, during the course of an investigation or otherwise, requests information from MISO that is

Confidential Information, MISO shall provide the requested information to the FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, MISO shall, consistent with 18 C.F.R §§ 1b.20 and 388.112, request that the information be treated as confidential and non-public by the FERC and its staff and that the information be withheld from public disclosure.

- d. MISO shall notify any affected Disclosing Party (i) within a reasonable time after MISO is notified by FERC or its staff, or any other regulatory agency having appropriate jurisdiction, that a request for disclosure of Confidential Information has been received at which time MISO and the affected Disclosing Party may respond before such information would be made public; and (ii) within a reasonable time after MISO is notified by FERC or its staff, or any other regulatory agency having appropriate jurisdiction, that a decision to disclose Confidential Information has been made, at which time MISO and the affected Disclosing Party may respond before such information would be made public.
2. If Confidential Information is requested by the Disclosing Party, MISO shall provide copies of such information to the Disclosing Party or its designee.
3. If the information is not Confidential Information then MISO shall determine whether to disclose the information requested.

ARTICLE FIVE

INFORMATION REQUESTS TO TRANSMISSION OWNERS OR

MARKET PARTICIPANTS

1. If any entity requests access to Confidential Information from Company, who is not the Disclosing Party for the requested information, Company shall forward the request to MISO within a reasonable time, sufficient to enable MISO to address the information request in a timely manner.
2. If Company cannot, in its good faith judgment, determine the classification status of requested information or otherwise believes that an information request raises policy questions that should be determined by MISO, then Company shall forward the information request to MISO within a reasonable time, sufficient to enable MISO to address the information request in a timely manner.
3. MISO shall follow the procedures in Article 4 in responding to information requests forwarded to them by Company.

ARTICLE SIX

OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION

1. Except for Recipient's Material, all Confidential Information shall be and remain the property of Disclosing Party, and no right or license is granted to Recipient with respect to any Confidential Information.
2. Upon the request by the Disclosing Party, Recipient agrees to immediately return all Confidential Information to Disclosing Party or to destroy all Confidential Information, including all copies of the same. Upon request, the fact of any such destruction shall be certified in writing to Disclosing Party by an officer of Recipient.
3. Nothing in this Agreement obligates Disclosing Party to disclose any information to the Recipient or creates any agency or partnership relation between them.

ARTICLE SEVEN

REMEDIES

1. Parties acknowledge that remedies at law may be inadequate to protect Disclosing Party against any actual or threatened breach of this Agreement by Recipient, and, without prejudice to any other rights and remedies otherwise available to Disclosing Party, agree to the granting of injunctive relief in favor of Disclosing Party.
2. A Disclosing Party may, at its option, take one or both of the following actions: (a) apply to any court of equity having jurisdiction for an injunction restraining the Party from an actual or threatened violation of this Agreement relating to Confidential Information provided by such Disclosing Party and (b) submit such actual or threatened violation to arbitration in accordance with the alternative dispute resolution procedures provided in the ISO Agreement.

ARTICLE EIGHT

TERM AND TERMINATION

This Agreement will continue to be in effect as long as the ISO Agreement is in effect, unless and until a Party terminates it earlier by providing a written termination notice to the other Party. Notwithstanding the foregoing, the confidential treatment of information classified as Confidential Information pursuant to this Agreement will be in effect for three years after the Confidential Information is furnished by the Disclosing Party, unless the Parties agree to extend the effectiveness as it relates to specific Confidential Information prior to the termination of the three year period.

ARTICLE NINE

MISCELLANEOUS

1. The Parties acknowledge and agree that this Agreement is intended to comport and comply fully with the antitrust laws and the information access and disclosure provisions of the Standards of Conduct. This Agreement is expressly intended both: (a) to protect against the disclosure of Confidential Information that could facilitate anticompetitive conduct prohibited by the antitrust laws; and (b) to distribute information to the extent and in a manner consistent with preserving the competitiveness and efficiency of MISO Energy Markets and the reliability of the wholesale power system.
2. This Agreement is intended to comport and comply fully with the requirements promulgated under 18 CFR Parts 375 and 388, regarding access to Critical Energy Infrastructure Information which would not otherwise be available under the Freedom of Information Act.
3. Company, upon request by MISO, shall provide assurance that the terms of this Agreement are complied with.
4. Any disputes between the Parties with respect to the provisions contained in this Agreement, shall be handled in accordance with the dispute resolution provisions of the Tariff.
5. This Agreement shall inure to the benefit of and shall be binding upon the Parties' respective successors and permitted assigns. In the event that any one of the provisions contained in this Agreement should be found to be invalid, illegal or

unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired by such a finding. No waiver of any provisions of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

6. This Agreement as well as all Addendums hereto contains the entire agreement of the Parties, supersedes any and all prior agreements, written or oral, between them relating to the subject matter hereof, and may not be amended unless agreed to in writing by each Party.
7. Any modifications and additions to this Agreement shall be made consistent with the ISO Agreement and the Tariff.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana (without regard to its conflict of laws provisions).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

Date: _____

Company

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

Email: _____

Phone: _____

Fax: _____

**MIDCONTINENT INDEPENDENT SYSTEM
OPERATOR, INC.**

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

Email: _____

Phone: _____

Fax: _____

ADDENDUM TO NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

On _____, 20____, _____, officers of
Midcontinent Independent System Operator, Inc. ("MISO") and _____, acting
as the authorized representative on behalf of _____
("Company"), entered into a Non-Disclosure and Confidentiality Agreement to allow
[_____ and Company or _____ and MISO] access to certain
Confidential Information at the [Company or MISO].

[Company or MISO] wishes to gain access to such Confidential Information for
employees, agents, and consultants of [Company or MISO] and therefore
[_____ and Company or _____ and MISO] hereby
acknowledge and agree that such person is duly authorized to execute this addendum on behalf
of [Company or MISO] and that this addendum and the Non-Disclosure and Confidentiality
Agreement shall bind and be enforceable by and against the employees, agents, or consultants of
[Company or MISO] who are listed below. _____ and [Company or MISO]
further acknowledge and agree that they will notify [MISO or Company] in writing of any
change to the list below.

Employees, agents, or consultants subject to the Non-Disclosure and Confidentiality
Agreement:

	<u>Printed Name</u>	<u>Title</u>	<u>E-mail Address</u>	<u>Signature</u>
1.				
2.				
3.				
4.				

5.

IN WITNESS WHEREOF, _____ and [MISO or Company] have
caused this Addendum to be executed, effective as of the _____ day of _____,
20____.

By:_____

Title:_____

By:_____

Title:_____