

ATTACHMENT D-2

FORM OF SYSTEM FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, [corporate description of Eligible Customer] existing under the laws of the State of _____, sometimes hereinafter referred to as “Eligible Customer,” and the Midcontinent Independent System Operator, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware, sometimes hereinafter referred to as “MISO” and, in the case of ITC Service, _____, a corporation organized and existing under the laws of the State of _____, sometimes referred to as “ITC.” Eligible Customer and MISO and, as applicable, ITC each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Eligible Customer has submitted a Completed Application (the “Application”) for Firm Point-To-Point Transmission Service pursuant to Section 17.2 of the Open Access Transmission Tariff for MISO (as may be supplemented, modified, or replaced, the “Tariff”) or for Network Integration Transmission Service pursuant to Section 29.2 of the Tariff;

WHEREAS, the System Impact Study indicated that additions or upgrades to the Transmission System are needed to supply the service requested in the Application; and

WHEREAS, Eligible Customer has requested that MISO cause to be prepared a System Facilities Study to review alternatives and detail the facilities identified in the System Impact Study as needed to reliably satisfy the Eligible Customer’s request for service;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

ARTICLE 1 DEFINITIONS

The terms used in this Agreement with initial capitalization shall have the meanings specified in the MISO Tariff.

ARTICLE 2 TERM AND TERMINATION

2.1 Effective Date. This Agreement shall become effective on the date on which this Agreement is made and entered into by the Parties.

2.2 Term. This Agreement shall become effective as provided in Section 2.1 of this Attachment D-2 and shall continue in full force and effect until (i) the Parties agree to mutually terminate this Agreement, (ii) _____ months after the date of this Agreement; or (iii) earlier termination as provided for under this Agreement.

2.3 Termination for Breach. A Party may terminate this Agreement upon _____ days notice to the other Parties of a breach by a Party to this Agreement provided that such breach remains uncured during such ____ day period and further, provided that such terminating Party complies with any and all applicable laws, rules and regulations relating to such termination.

2.4 Liability on Termination. Eligible Customer shall remain liable to MISO and, as applicable, ITC for costs of the System Facilities Study already incurred, costs of the System Facilities Study that cannot be reasonably avoided and for the costs of terminating the System Facilities Study.

ARTICLE 3 STUDY

3.1 Study. MISO shall cause a System Facilities Study to be performed in accordance with the applicable provisions of the Tariff. In the case of ITC Service, ITC may, at the election of the ITC, conduct the System Facilities Study. All terms and conditions of the Tariff are incorporated herein by reference.

3.2 Scope. The scope of the System Facilities Study shall be as set forth in the Tariff and shall be subject to the data and other information provided in the Application, the data and other information provided in connection with the System Impact Study Agreement, any additional information, assumptions or procedures set forth in Exhibit A of this Agreement, the results of the System Impact Study attached as Exhibit B of this Agreement, and any additional information provided pursuant to this Agreement. Eligible Customer shall review the data and information that it has provided to MISO or ITC and provide updated data and information upon request of MISO or ITC. MISO or ITC, as applicable, will advise Eligible Customer of additional information as may be reasonably deemed necessary by MISO or ITC to complete the System Facilities Study. Such additional information shall be obtained only if required by Good

Utility Practice and shall be subject to the consent of Eligible Customer, not to be unreasonably withheld, conditional or delayed.

3.3 Coordination. MISO will coordinate the System Facilities Study with all affected MISO Transmission Owner(s), ITC, and with affected non-MISO Transmission Owners and/or their respective Regional Transmission Organizations. If the required study coordination effort increases the expected study scope, study cost or delays the expected completion date, MISO or ITC will inform the Eligible Customer. Eligible Customer acknowledges and agrees that MISO or ITC, as applicable will provide all Confidential Information and/or study data that is reasonably needed by Transmission Owners and an ITC participating in the System Facilities Study who are operating under Commission's Code of Conduct, to any affected RTOs in accordance with the Inter-RTO Cooperation Agreement, and to other parties as may be required by the Tariff or applicable federal, state or local law, rule or regulation.

3.4 Estimated Time. The estimated time for completion of the System Facilities Study is ____days. MISO and, as applicable, ITC shall use due diligence to complete the System Facilities Study within the estimated time.

3.5 Representative. Eligible Customer shall appoint and make available to MISO and ITC, as applicable, a designated and authorized representative through which MISO or ITC, as applicable, can coordinate work pertaining to the System Facilities Study.

ARTICLE 4 COSTS AND PAYMENTS

4.1 Estimated Cost. The estimated cost for performance of the System Facilities Study is \$_____. The estimated cost is MISO's and ITC's, as applicable, good faith estimate of the costs to perform the System Facilities Study. The estimated cost does not include _____. Eligible Customer acknowledges that the estimate may be revised as provided in Section 19.5 of the Tariff. Eligible Customer shall reimburse MISO or, as applicable, ITC in full for performing the System Facilities Study. Eligible Customer shall also reimburse any affected Transmission Owner(s) and ITC in full for performing the System Facilities Study, either directly or through payment to MISO. These reimbursements shall include payment for all actual costs of the System Facilities Study.

4.2 Deposit and Payment. The Eligible Customer shall submit with this Facilities Study Agreement a refundable deposit in the amount of \$_____ (the "Deposit"). The Deposit will be applied toward the costs of the System Facilities Study to be reimbursed by the Eligible Customer pursuant to Paragraph 4.1 of this Agreement. Eligible Customer shall prepay the costs

of any study, analysis and review work performed by or on behalf of MISO or, as applicable, ITC, to the extent such costs exceed the Deposit. MISO shall refund to the Eligible Customer any portion of the Deposit that exceeds the amount of the costs to be reimbursed pursuant to Paragraph 4.1. MISO or, as applicable, ITC shall invoice the Eligible Customer, from time to time, for the amount(s) by which costs to be reimbursed pursuant to Paragraph 4.1 exceed the amount of the Deposit and any prepayments. The Eligible Customer shall pay any such invoice within _____ days of receipt.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**Midcontinent Independent
System Operator, Inc.**

[Insert name of Eligible Customer]

By: _____

By: _____

Name (typed or printed): _____

Name (typed or printed): _____

Title: _____

Title: _____

[Insert Name of ITC] (as applicable)

By: _____

Name (typed or printed): _____

Title: _____

EXHIBIT A
to
System Facilities Study Agreement

The System Facilities Study will be based upon the following additional information, assumptions and simulated reliability test procedures:

This System Facilities Study is based on OASIS Transmission Service Request #_____ for firm, yearly, network/point-to-point transmission service, and the results of the MISO System Impact Study #_____.
