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November 16, 2026

VIA ELECTRONIC FILING

The Honorable Debbie-Anne Reese
Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: Midcontinent Independent System Operator, Inc.'s
Large Load Review, Cost Recovery and Transmission Services Filing
Docket No. ER27-___-000

Dear Secretary Reese:

The Midcontinent Independent System Operator, Inc. ("MISO"), and the MISO Transmission Owners[1] through this filing,[2] submit proposed revisions to its Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Tariff"),[3] concerning the integration of Large Loads.[4] This omnibus filing describes the proposals MISO has already

[1] The MISO Transmission Owners for this filing consist of: AEP Indiana Michigan Transmission Company; Ameren Services Company, as agent for Union Electric Company d/b/a Ameren Missouri, Ameren Illinois Company d/b/a Ameren Illinois and Ameren Transmission Company of Illinois; Arkansas Electric Cooperative Corporation; Big Rivers Electric Corporation; Central Minnesota Municipal Power Agency; Citizens Electric Corporation; City Water, Light & Power (Springfield, IL); Cleco Power LLC; Cooperative Energy; Dairyland Power Cooperative; Duke Energy Business Services, LLC for Duke Energy Indiana, LLC; East Texas Electric Cooperative, Inc.; Entergy Arkansas, LLC; Entergy Louisiana, LLC; Entergy Mississippi, LLC; Entergy New Orleans, LLC; Entergy Texas, Inc.; Great River Energy; GridLiance Heartland LLC; Hoosier Energy Rural Electric Cooperative, Inc.; Indiana Municipal Power Agency; International Transmission Company d/b/a ITC *Transmission*; ITC Midwest LLC; Lafayette Utilities System; Michigan Electric Transmission Company, LLC; MidAmerican Energy Company; Montana-Dakota Utilities Co.; Northern Indiana Public Service Company LLC; Prairie Power, Inc.; Republic Transmission, LLC; Southern Illinois Power Cooperative; Southern Indiana Gas & Electric Company (d/b/a CenterPoint Energy Indiana South); Southern Minnesota Municipal Power Agency; Wabash Valley Power Association, Inc.; and Wolverine Power Supply Cooperative, Inc.

[2] This filing is made pursuant to section 205 of the Federal Power Act ("FPA"), 16 U.S.C. § 824d, and Part 35 of the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), 18 C.F.R. § 35.1, *et seq*.

[3] Unless otherwise indicated by the text or context of this transmittal letter, all terms used herein have the definitions set forth in Module A of the Tariff.

[4] The MISO Transmission Owners join this filing for the purpose of exercising their filing rights and supporting the filing of the Large Load Cost Recovery Agreement and the Large Load Impacted Transmission Owner Cost Recovery Agreement. Consistent with the MISO Transmission Owners Agreement, a majority of the MISO Transmission Owners voted in favor of filing the Large Load Cost Recovery Agreement and the Large Load

submitted in response to the Federal Energy Regulatory Commission's ("Commission") June 18, 2026, Show Cause Order[5] and presents additional proposals in response to that order that have been developed as MISO obtained the information and completed the design work necessary to bring those components forward.[6]

MISO's response has proceeded through a series of related filings addressing different aspects of Large Load integration.[7] The Zero Injection Generator Interconnection Agreement ("ZGIA"), Interconnection Reliability Requirements for Large Loads ("IRR"), and Large Load Addition Resource Study ("LARS") proposals addressed components that were ready for Commission review while work continued on the application, transmission service, and financial provisions needed to address the remaining issues. This filing explains how those proposals fit together with the further revisions described below.[8]

The additional revisions addressed here[9] establish the Large Load Project Review ("LLPR") process and provide transmission service options reflecting a Large Load's intended use of the Transmission System, including a Firm Service Step Up ("FSSU") process to evaluate the availability of Network Integration Transmission Service ("NITS"), and Interim Network Integration Transmission Service ("Interim NITS"). In addition, and as part of the LLPR process, MISO and its Transmission Owners propose Tariff revisions and two *pro forma* cost recovery agreements (the Large Load Cost Recovery Agreement and Large Load Impacted Transmission Owner Cost Recovery Agreement), which are designed to mitigate the risk of cost shifting among

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Impacted Transmission Owner Cost Recovery Agreement. *See* Agreement of Transmission Facilities Owners To Organize The Midcontinent Independent System Operator, Inc., A Delaware Non-Stock Corporation, Rate Schedule FERC No. 1, Appendix K § II.

5 *Midcontinent Indep. Sys. Operator, Inc.*, 196 FERC ¶ 61,123 (2026) ("Show Cause Order") (identifying the issues concerning large and co-located loads that are the subject of the section 206 proceeding).

6 16 U.S.C. § 824d; 18 C.F.R. §§ 35.3, 35.13 (2026).

7 As proposed in MISO's IRR filing, a Large Load is defined as "Load with Demand of 50 MW or more associated with any facility or aggregation of facilities located at a single substation behind one or more Point(s) of Withdrawal from the Transmission System that is owned, operated, or controlled by: (a) a single entity, or (b) a group of entities that will coordinate with respect to the profile of the Load. Large Load does not include Load used exclusively for charging an Electric Storage Resource."

8 MISO, Transmittal Letter, *Zero Injection Generator Interconnection Agreement*, Docket No. ER26-3552-000, at 1–2, 5–7 (Aug. 18, 2026) ("ZGIA Transmittal") (reserving transmission service and electrically proximate load issues for later proposals); MISO, Transmittal Letter, *Interconnection Reliability Requirements for Large Loads*, Docket No. ER26-3650-000, at 1, 4 (Aug. 28, 2026) ("IRR Transmittal") (identifying additional study, service, and cost protection work); MISO, Transmittal Letter, *Large Load Addition Resource Study*, Docket No. ER27-25-000, at 14–15, 20–21 (Oct. 2, 2026) ("LARS Transmittal") (anticipating further transmission service and cost protection provisions).

9 This transmittal letter frequently quotes proposed Tariff revisions to facilitate its explanation. In the event of a conflict between the Tariff language as discussed in this letter and that reflected in the attached Tariff sheets, MISO intends that the language in the attached Tariff sheets control.

Transmission Customers resulting from a Transmission Customer's taking of Transmission Service on behalf of a Large Load.[10]

MISO requests that the Commission accept the proposed revisions effective 90 days from the date of this filing (*i.e.,* February 14, 2027). MISO recognizes this filing includes significant Tariff revisions and introduces new processes and cost recovery mechanisms that impact the broader stakeholder community. In response to OMS and other stakeholder requests for MISO to support an extended comment period, MISO proposes a 30-day comment period to allow stakeholders sufficient time to evaluate and comment on the proposals being presented in this filing. This extended comment period reasonably balances the need for additional time for stakeholder review while maintaining the urgency presented by the Show Cause Order and works well within MISO's requested 90-day effective date request.

I. EXECUTIVE SUMMARY

MISO to date has been able to successfully manage the integration of large loads leveraging existing MISO tools and quickly recognized the need for additional frameworks and processes to support reliable, efficient, and cost-effective integration given projected trends for f faster and dramatic demand growth across the region. To this end, MISO, its Transmission Owners, state regulatory authorities, and broad stakeholder community have been working collaboratively to support the reliable, cost-effective, and efficient integration of large loads. Over the past two years MISO has been developing new processes and tools to provide additional transparency, efficient reliability standardization, integrated solutions for generation and new transmission service offerings with stakeholders to meet the challenge. The MISO Large Load Working Group has been an effective clearing house for such efforts and is providing a constructive, collaborative forum to develop these solutions. This group met over thirteen times in the last eight months with an average of 400 people and a peak of 1000 people participating in each session. This process included over 100 MISO presentations to stakeholders and over 400 feedback responses from stakeholders.

MISO recognizes the need for balanced solutions to support the diverse interests of stakeholders and state policies across the MISO region. While these differing perspectives can make unanimity- difficult to achieve, they contribute to a robust stakeholder process and better-informed outcomes that ultimately drive the enormous value that MISO membership brings to customers in terms of reliability, cost-effectiveness and policy enablement.

The Commission's Show Cause Order provided important support for MISO's ongoing efforts to develop solutions for responsible and reliable integration of large loads. By identifying specific priorities and encouraging incremental filings as solutions matured, the Commission established a framework that enabled stakeholders and MISO to advance improvements without waiting for a single comprehensive package.

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[10] Proposed MISO Tariff, Attachment LLL (Form of Agreement for Large Load Cost Recovery Agreement) and Attachment MMM (Form of Agreement for Large Load Impacted Transmission Owner Cost Recovery Agreement).

In response, MISO has already filed several proposals responsive to the Show Cause Order that are currently pending before the Commission, including Zero Injection-GIA, Large Load Interconnection Reliability Requirements, and the Load Additions Resource Study. Collectively these filings represent meaningful progress toward more timely, transparent, reliable, and cost-effective large load integration, which appropriately mitigates cost shifts to other Transmission Customers.

The additional package of solutions in this filing and the companion filing[11] complement MISO's pending Large Load filings and directly address the remaining concerns identified in the Show Cause Order. MISO's filings, in the aggregate, reflect its compliance with the timelines and scope of the Show Cause Order. At the same time, MISO recognizes that Large Load integration will continue to evolve. These filings represent an important milestone, not an endpoint. MISO remains committed to further enhancing its planning, operational, and market frameworks as experience is gained and system needs grow. The Large Load Working Group will continue to serve as the primary stakeholder forum for evaluating, developing and refining additional solutions to support ongoing integration of Large Loads across the MISO region.

The filings before the Commission are the product of an extremely robust, albeit expedited, stakeholder process conducted within the timelines established by the Show Cause Order. MISO advanced solutions that incorporated substantial stakeholder feedback while remaining consistent with MISO's filing rights and jurisdictional responsibilities. MISO worked closely with its Transmission Owners to develop this joint filing and appropriately recognize their respective roles, rights, and responsibilities. MISO also engaged the Organization of MISO states through regular discussions throughout the development of this package of filings.

While full alignment was not achieved on every aspect of the proposals, stakeholder and state regulator input materially informed the resulting framework. MISO is confident that the collective set of filings before the Commission provides state regulators with additional transparency, information and tools to help fulfill their responsibilities to retail electricity customers, consistent with the objectives outlined in the Show Cause Order. The solutions also preserve flexibility for states to advance their individual policy objectives, including the use of detailed information and analyses provided through MISO's planning and operational processes.

The proposals included in the filing provide a robust foundation for integrating Large Loads in a manner that supports reliability, protects Transmission Customers from cost shifts related to new Large Loads, and provides additional transmission service options consistent with the Commission's objectives for co-located loads, behind the meter generation arrangements and flexible Large Loads. Specifically, this filing addresses the following elements identified in the Show Cause Order:

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[11] MISO is contemporaneously submitting its Grid Responsive Integration Transmission Services ("GRITS") proposal as a separate FPA Section 205 filing. The GRITS filing addresses the Show Cause Order requirement that MISO evaluate the need for both firm and non-firm contract demand transmission service.

- Large Load Project Review (LLPR) – The LLPR establishes a comprehensive application and evaluation process to assess the grid impacts associated with Transmission Service needed to serve proposed Large Loads, including required Network Upgrades and associated costs. The LLPR also includes deposits, project milestones, and other safeguards designed to discourage speculative Large Load requests.
- Large Load Transparency Dashboard – The results of the LLPR periodically will be published to provide transparency into the location and estimated costs associated with Large Load facilities in the MISO region, while protecting confidential information.
- Cost Shifting Risk Among Transmission Customers – MISO and the MISO Transmission Owners have developed new Tariff language and *pro forma* cost recovery agreements designed to ensure that the costs incurred to provide Transmission Service to Large Load Transmission Customers, including the costs of Large Load Upgrades (defined herein), are born by such customers and thereby avoid unfair cost shifts among Transmission Customers. The agreements leave retail regulatory authorities able to further disaggregate costs as warranted.
- Additional Transmission Services – The new Transmission Services available to Large Loads include Firm Service Step Up and Interim Non-Firm NITS service. These offerings build off existing NITS service and support the timely integration of Large Loads by aligning Transmission Service with a Transmission Customer's projected buildout and operational needs, while providing flexibility in how Transmission Service is obtained during different stages of development.

MISO appreciates the guidance provided by the Commission in the Show Cause Order and believes this filing, together with the companion GRITS filing, and MISO's other pending Large Load filings fully addresses the concerns identified by the Commission. Taken together, these proposals represent a significant advancement in framework supporting Large Load integration, building on processes and tools that MISO has already implemented.

At the same time, MISO recognizes that the rapid growth of Large Loads will continue to present new challenges and opportunities. As a result, these filings should be viewed as an important milestone rather than an endpoint. MISO remains committed to working collaboratively with stakeholders, Transmission Owners, states and the Commission to evaluate and develop additional tools, processes, and solutions to support the reliable, efficient, transparent and cost-effective integration and operation of Large Loads in the MISO region.

II. BACKGROUND

This omnibus filing brings together the history and substance of MISO's response to the Commission's Show Cause Order. MISO has pursued that response through a series of related filings, submitting individual proposals as the necessary information, stakeholder consideration, and proposed Tariff provisions became sufficiently developed. The earlier submissions addressed components that were ready to proceed while work continued on other elements of the response. This filing explains that progression, describes the relationship among the proposals already

submitted, and presents the additional provisions that have since been developed. The background below traces how that coordinated effort led to the present submission.

A. The changing nature of load growth in the MISO region.

The MISO region is experiencing a change in the scale, concentration, and pace of new electricity demand. Large Load additions, including data centers and advanced manufacturing facilities, can introduce substantial demand at a single location and seek service on schedules that are shorter than those traditionally required to develop supporting generation and transmission infrastructure. These developments require MISO, the Transmission Owners, and the entities serving those Loads to coordinate planning, investment, and operational requirements early in the development process to address the unique needs associated with such Large Load additions to the grid. As MISO explained in its July 20, 2026, Informational Report, conventional forecasting methods were developed for more gradual and geographically dispersed growth; Large Load projects present additional uncertainty concerning location, timing, and the demand that ultimately materializes.[12]

The resulting challenge extends beyond identifying a physical point of connection. MISO must assess the transmission facilities needed to serve new demand, understand how the Load will behave during normal operations and system disturbances, and coordinate the addition of resources needed to support resource adequacy. At the same time, the uncertainty surrounding Large Load development makes it necessary to distinguish committed projects from speculative requests and to address the risk that investments made to serve a particular load may remain unrecovered if that Load is delayed, reduced, or does not materialize. MISO's Large Load initiatives were developed to address these related planning, reliability, and cost recovery concerns.[13]

MISO has also recognized that certain Large Loads may be willing and able to limit their withdrawals from the Transmission System. That flexibility can support service before all facilities needed for full firm service have been completed, or an ongoing arrangement under which only a portion of the Load receives firm service. Accommodating those different needs requires clear service rights, enforceable operating limits, and appropriate treatment of the customer's planning and financial obligations. The development of additional Transmission Service options therefore became a component of MISO's broader Large Load work.

B. MISO's existing processes and the development of a dedicated stakeholder forum.

MISO's efforts to address these challenges began before the Commission issued its Show Cause Order. MISO had improved the Expedited Project Review ("EPR") process within the

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[12] MISO, Informational Report, Docket No. EL26-70-000, at 1-2 (July 20, 2026) ("Informational Report"); MISO, Transmittal Letter, Interconnection Reliability Requirements for Large Loads, Docket No. ER26-3650-000, at 2-3 (Aug. 28, 2026) ("IRR Transmittal").

[13] Informational Report at 1-3; Motion of MISO to Hold Proceeding in Abeyance and Request for Shortened Comment Period and Expedited Treatment, Docket No. EL26-70-000, at 2-5, 8-9 (Aug. 3, 2026) ("Abeyance Motion").

MISO Transmission Expansion Plan ("MTEP") to facilitate timely study and approval of transmission upgrades needed for large load additions.[14] On the generation side, MISO developed the temporary Expedited Resource Addition Study ("ERAS") process to accelerate the interconnection of resources addressing identified near-term resource adequacy and reliability needs.[15] These initiatives provided a foundation for additional tools tailored to the pace and characteristics of large load development.[16] Those expedited processes addressed important near-term needs, but MISO recognized that additional provisions were necessary to address the broader relationship among load additions, generation development, transmission service, and system operations.

MISO also began consolidating stakeholder consideration of large load issues. Following a January 2026 Large Load Additions Workshop, MISO's Steering Committee approved creation of the Large Load Working Group ("LLWG") in March 2026. The LLWG held its first meeting on April 20, 2026, providing a dedicated forum for issues spanning markets, reliable operations, planning, and resource adequacy. Its early work included Interconnection Reliability Requirements, Firm Service Step Up arrangements, and the Zero-Injection Generation Interconnection proposal. This work brought previously related but separately considered issues into a coordinated large load work plan.[17]

C. The Show Cause Order and the opportunity to develop regional solutions.

On June 18, 2026, the Commission instituted a proceeding under section 206 of the Federal Power Act ("FPA") to examine whether MISO's Tariff remained just and reasonable in light of various concerns related to large and co-located load development. The Commission identified concerns regarding application and study procedures, operational requirements, network upgrade cost transparency and recovery, service for flexible and co-located loads, and generation serving associated Loads. It directed MISO and the Transmission Owners to respond to its preliminary findings and address potential Tariff changes.[18]

The Commission's action reinforced work already underway while identifying additional matters for stakeholder consideration. The Show Cause Order also contemplated development of regional solutions through FPA section 205 filings and allowed requests for an abeyance of up to

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[14] Furnish Testimony at 17-18.

[15] MISO, Transmittal Letter, *Expedited Resource Addition Study*, Docket No. ER25-2454-000 (June 6, 2025) ("ERAS Transmittal").

[16] Abeyance Motion at 3-4; Informational Report at 6-7; MISO, Transmittal Letter, *Zero Injection Generator Interconnection Agreement*, Docket No. ER26-3552-000, at 4-6 (Aug. 18, 2026) ("ZGIA Transmittal").

[17] Abeyance Motion at 3-4 & n.6; MISO, Transmittal Letter, *Large Load Addition Resource Study*, Docket No. ER27-25-000, at 49-50 & nn.102-108 (Oct. 2, 2026) ("LARS Transmittal").

[18] *Midcontinent Indep. Sys. Operator, Inc.*, 195 FERC ¶ 61,212, PP 1-3, 33-39 (2026), *errata notice*, 196 FERC ¶ 61,123 (2026) ("Show Cause Order"); *Midcontinent Indep. Sys. Operator, Inc.*, 196 FERC ¶ 61,133, P 1 (2026) ("Abeyance Order").

90 days for that purpose. MISO pursued that opportunity to coordinate the existing initiatives with additional proposals responsive to the Commission's concerns.[19]

On July 20, 2026, MISO submitted the Informational Report addressing resource adequacy and initiatives to accelerate the addition of generation to serve emerging demand. The Report explained the respective roles of states, load serving entities, and MISO in supporting resource adequacy and described both existing reforms and additional proposals under development. It identified a zero injection interconnection process and a parallel study framework for associated load and generation as complementary approaches to facilitating timely service while accounting for system needs.[20]

On August 3, 2026, MISO requested that the proceeding be held in abeyance for 90 days. The Abeyance Motion described a series of anticipated section 205 filings covering Zero-Injection Interconnection Service, a Large Load definition and Interconnection Reliability Requirements, coordinated Load and generation studies, Firm Service Step Up arrangements, and additional service options for flexible Loads. It also identified further work on application and study procedures and Upgrades cost transparency. MISO explained that the proposals needed to operate together and fit within MISO's existing planning, interconnection, and service processes.[21]

The Commission granted the requested abeyance on August 14, 2026. It found that the described stakeholder process would provide an opportunity to consider region-specific solutions and held the proceeding, including the responses and briefing questions, in abeyance for 90 days.[22] The Commission established November 16, 2026 as the revised response deadline and explained that a timely FPA section 205 filing addressing its preliminary findings would suspend the filing respondents' obligation to respond and continue the abeyance pending further Commission direction. The Commission further explained that any issues not addressed by the FPA section 205 filings would remain subject to the FPA section 206 proceeding instituted under the Show Cause Order and encouraged respondents seeking termination to identify specifically which proposed revisions resolved which concerns.[23]

D. The earlier filings and the matters reserved for further development.

During the abeyance period, MISO submitted proposals addressing those elements of its response that were sufficiently developed for Commission review. Those submissions did not purport to resolve every issue in a single filing. Instead, they advanced particular components while expressly identifying related matters for further development and subsequent submission. The resulting sequence provides important context for this omnibus filing: the present submission

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[19] Show Cause Order P 37; Abeyance Motion at 4-5, 7-9; Abeyance Order PP 3-5.

[20] Informational Report at 1-4, 10-11. The Report responded to the informational reporting requirement in Show Cause Order P 122.

[21] Abeyance Motion at 3-5, 8-13.

[22] Abeyance Order at PP 8-9.

[23] *Id.* at PP 8-11. The Order established December 16, 2026, as the deadline for answers to responses. *Id.* P 9.

both accounts for the proposals already filed and advances additional portions of the response that were not ready for submission at those earlier stages.[24]

First, on August 18, 2026, MISO submitted its Zero Injection Generator Interconnection Agreement ("ZGIA") proposal in Docket No. ER26-3552-000. The filing proposed a form of Generator Interconnection Agreement, a study process, and an agreement for generation serving Load at the same substation without broader injections onto the Transmission System. MISO had begun developing the concept before the Show Cause Order and refined it through stakeholder discussion. MISO limited the initial proposal to same-substation arrangements so that the zero injection option could proceed while the separate questions presented by generation serving electrically proximate Load were addressed through further work.[25] The ZGIA proposal was deliberately limited in scope. This distinction is relevant to the present filing because a generator interconnection pathway alone does not supply the complete Transmission Service and cost recovery framework for the Load it serves.[26]

Second, on August 28, 2026, MISO submitted its Interconnection Reliability Requirements ("IRR") for Large Loads proposal in Docket No. ER26-3650-000. That proposal included a Tariff definition of Large Load and requirements addressing data, models, telemetry, forecasting, and operational visibility, together with phasor measurement, ramp, and ride-through requirements for Computational Loads. MISO proposed to place the applicable obligations on the Transmission Customer taking service on behalf of the Large Load, reflecting that customer's direct relationship with MISO. The proposal was intended to improve MISO's ability to assess, observe, and manage Large Load behavior.[27] The IRR filing also distinguished requirements applicable to the Transmission Customer taking Transmission Service on behalf of the Large Load from the study procedures used to identify system-level impacts and necessary transmission solutions. MISO explained that it already performed stability assessments through MTEP and EPR but would address enhancements to the broader Load addition and Transmission Service study processes in a later FPA section 205 filing. The IRR proposal thus supplied the proposed operational requirements to be incorporated into, and assessed through, the developing study framework.[28]

Third, on October 2, 2026, MISO submitted its Large Load Addition Resource Study ("LARS") proposal in Docket No. ER27-25-000. LARS proposed a coordinated process for studying qualifying Load additions of at least 200 MW and associated new generation. The proposal built upon experience with expedited load-side planning and coordinated the Load and generation studies through a common application framework. It complemented ZGIA by

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[24] ZGIA Transmittal at 1-2, 5-7; IRR Transmittal at 1, 4; LARS Transmittal at 3-4, 15, 20-21.

[25] ZGIA Transmittal at 1-2, 6-7. MISO requested an October 18, 2026, effective date. *Id.* at 2. This paragraph describes the submitted proposal; it does not state that the Commission accepted the proposal or its requested effective date.

[26] ZGIA Transmittal at 2, 7; LARS Transmittal at 3-4.

[27] IRR Transmittal at 1-4. MISO requested a December 4, 2026 effective date. *Id.* at 2. This paragraph describes the proposal as submitted.

[28] IRR Transmittal at 4.

addressing qualifying Load and generation arrangements beyond the narrower same-substation, zero injection configuration.[29] LARS also reflected the iterative nature of the stakeholder process. MISO introduced the coordinated study concept at the July 16, 2026 LLWG meeting and sought feedback on eligibility, readiness, and protections against speculative requests. The proposal evolved from an initial 250 MW eligibility concept to the 200 MW threshold submitted to the Commission. MISO's LARS transmittal further anticipated a subsequent filing addressing the Load study process, Transmission Service, and cost recovery provisions needed to complete other elements of the Large Load framework.[30]

E. The additional provisions now presented in this omnibus filing.

While the ZGIA, IRR, and LARS proposals proceeded through separate filings, MISO continued developing the remaining application, study, service, and financial provisions. Those matters required additional information and coordination concerning how customers would request service, how the necessary upgrades would be identified, what obligations would support the resulting investment, and what service could be provided under differing operating conditions. The present filing brings forward those additional proposals and explains how they relate to the components previously submitted. The proposed LLPR process builds on the load-specific functions of EPR to establish a dedicated Tariff framework for a Transmission Customer taking service on behalf of a Large Load to obtain Transmission Service. The LLPR includes standardized applications, recurring study cycles, identification of necessary Upgrades, and the integration of the proposed interconnection reliability requirements.[31] While only Transmission Owners were eligible to submit requests to the EPR process, MISO is proposing that only Large Load Transmission Customers (in collaboration with the Transmission Owner) may submit an application to the LLPR process.

The cost recovery and transparency provisions ensure the Large Load Transmission Customer pays the cost of the Large Load Upgrades required to provide Transmission Service, including if the expected Load does not arrive as anticipated or remain in service. The proposed cost recovery agreements, related security, and cost transparency measures are intended to connect the requested Transmission Service and necessary supporting investment with enforceable financial obligations. The proposed framework includes Tariff revisions and a *pro forma* Large Load Cost Recovery Agreement, and a *pro forma* Large Load Impacted Transmission Owner Cost Recovery Agreement, together with a publicly accessible dashboard providing high-level information about upgrades and estimated costs while protecting confidential information.[32]

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[29] LARS Transmittal at 1-6; see also Combined Notice of Filings No. 1, 91 Fed. Reg. 64,362 (Oct. 8, 2026) (Docket No. ER27-25-000; Oct. 2, 2026 filing; requested Dec. 2, 2026 effective date).

[30] LARS Transmittal at 3-4, 15, 20-21, 49-52.

[31] Furnish Testimony at 3; *see* Section D.1.c.ii-iii.

[32] Furnish Testimony at 21-23; Abeyance Motion at 12-13. Detailed recovery, security, and accounting provisions remain subject to confirmation against the final *pro forma* agreements and supporting testimony.

The service proposals address the separate question of how a customer may use the Transmission System once the relevant studies and prerequisites have been satisfied. The proposed Interim Network Integration Transmission Service ("Interim NITS") provides a non-firm Transmission Service option for participation of a Load progressing toward full firm Network Integration Transmission Service ("NITS") prior to the completion of required Upgrades. The proposal also includes an optional Firm Service Step Up for loads progressing toward full firm service. These alternatives are intended to recognize different operating capabilities and development schedules while specifying the associated withdrawal limits, curtailment conditions, and customer obligations.

Accordingly, this omnibus filing should be considered in the context of the full sequence of MISO's submissions in response to the Show Cause Order. The earlier filings addressed components that could be brought forward first; the proposals submitted here reflect the further development of the application, study, cost recovery, transparency, and service provisions described above. Together, that history explains both the timing and the scope of the present filing. The sections that follow identify the relief sought, describe the additional Tariff revisions proposed here, and explain how this submission and the previously filed proposals comprehensively address the Commission's concerns identified in the Show Cause Order.

III. LARGE LOAD APPLICATION AND STUDY PROCESS

In the Show Cause Order, the Commission directed MISO develop an "application process, study procedures, and ongoing operational requirements that apply to Eligible Customers seeking transmission service on behalf of large loads."[33] The Commission recognized that MISO and the MISO Transmission Owners may have existing Load integration processes that included studies for Transmission Service to Large Loads but sought documentation of clear and consistent procedures in MISO's Tariff that address the characteristics and challenges associated with interconnecting Large Loads in order to avoid disputes about how studies will be conducted, deter speculative or duplicative requests for Transmission Service to serve Large Loads, and help avoid excessive and unnecessary Upgrades.[34] MISO has worked with the Transmission Owners, developers of Large Loads, and other stakeholders to develop the Large Load Project Review ("LLPR") process proposed herein. LLPR provides a clear and consistent study process that will be required for evaluating all requests for Transmission Service to serve Large Loads.[35] The LLPR process addresses the goals of the Show Cause Order by providing a clear and consistent study process that is tailored to the needs and challenges associated with Large Load integrations and which provides the necessary framework for implementing the other Large Load reforms sought by the Show Cause Order.[36] The LLPR is also a uniform process that provides increased speed and certainty to Large Load Transmission Customers in identifying the Network Upgrades needed

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[33] Show Cause Order at P 3.

[34] *Id.* at PP 49, 55-57.

[35] Furnish Testimony at 3-4.

[36] *Id.* at 20-21.

to provide Transmission Service to Large Load Transmission Customers.[37] LLPR also promotes accountability, deters speculative or duplicative requests for Large Load-driven requests for Transmission Service, and provides transparency regarding the Large Load-driven Network Upgrades and their associated costs.

In response to concerns raised by the Commission, MISO and the MISO Transmission Owners propose Tariff revisions and two *pro forma* cost recovery agreements that together require the Transmission Customer seeking to take Transmission Service on behalf of a Large Load ("Large Load Transmission Customer") to make a minimum financial contribution toward the revenue requirement of the Transmission Owners responsible for constructing the Upgrades identified by MISO in the LLPR, including financial security sufficient to secure such contribution.[38] These proposed Tariff changes and agreements, which are a condition precedent to MTEP approval, impose cost responsibility and accountability on Large Load Transmission Customers consistent with the Commission's direction in the Show Cause Order and provide transparent identification of the Network Upgrades made necessary by Large Loads, including their estimated costs.[39] LLPR is an expedited process designed to be completed in approximately five months. To simplify the explanation of the LLPR process, MISO describes the key definitions, the Large Load Application, and the required steps in the LLPR study process in the sections below.

A. New Definitions for the LLPR Process

MISO includes several new definitions in Attachment FF to its Tariff, which are needed to provide a working vocabulary for implementing the LLPR process.[40] These terms are summarized below:

- **Large Load Network Upgrades** are the additions, modifications, and upgrades to be made to the Transmission System that are located *inside* the Transmission Pricing Zone containing the POW for the Large Load that are necessary for MISO and the Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner.
- **Impacted Transmission Owner Large Load Network Upgrades** are the additions, modifications, and upgrades to be made to the Transmission System that are located *outside* the Transmission Pricing Zone containing the POW for the Large Load that are necessary for MISO and the Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner.

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37 MISO is proposing to add a new definition to Module A to define Large Load Transmission Customer as the Transmission Customer that is taking Transmission Service on behalf of a Large Load.

38 *See* Tab E Testimony and Exhibits of Greg M. Gudeman ("Gudeman Testimony) (describing the *pro forma* cost recovery agreements).

39 Furnish Testimony at 5.

40 In the transmittal letter, MISO paraphrases the LLPR process definitions, but the full definitions of each of these terms may be found in Section D.1.c.i of Attachment FF.

- The **Large Load Cost Recover Agreement ("LL-CRA")** is the primary agreement that establishes the Large Load Transmission Customer's cost responsibility for Large Load Network Upgrade(s), which are located in the Transmission Pricing Zone containing the POW for the Large Load.
- The **Large Load Impacted Transmission Owner Cost Recovery Agreement ("LLITO-CRA")** is the agreement that establishes the Large Load Transmission Customer's cost responsibility for the Impacted Transmission Owner Large Load Network Upgrades, which are located outside of the Transmission Pricing Zone containing the POW for the Large Load.

The two different kinds of upgrades are distinguished by whether they are located inside the Transmission Pricing Zone ("TPZ") or outside of the TPZ containing the POW for the Large Load.[41] Similarly, the LL-CRA and LLITO-CRA establish cost recovery terms based on the location of the Upgrades, inside or outside the TPZ. As discussed in more detail later, this agreement framework is necessary for costs to be properly assigned throughout MISO's Transmission System.

Together, these terms enable the creation of processes and requirements that recognize the location on the Transmission System of Large Load Upgrades identified through the LLPR process, identify their connection to Large Loads, and establish the applicable parties to the proposed agreements under MISO's Tariff.[42]

B. Applicability and Participant Responsibilities.

MISO's existing study processes require supplementation and enhancement in order to efficiently and effectively address the growth in Large Load development over the past couple of years. LLPR builds from and adapts MISO's existing Expedited Project Review ("EPR") process and will be the required core study process for all requests for Transmission Service made on behalf of or in order to serve Large Loads. Specifically, the LLPR process will apply to all requests for Transmission Service for Large Loads, as defined in MISO's Interconnection Reliability Requirements ("IRR") filing, including the load components of LARS which is an aligned transmission and interconnections service requests for very large loads (200 MW or greater) paired with the generation that will serve it.[43]

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[41] To facilitate efficient explanation, MISO uses the term "Large Load Upgrades" to embrace both "Large Load Network Upgrades" and "Impacted Transmission Owner Large Load Network Upgrades," reserving use of the specific defined term for where context requires it.

[42] MISO notes that nothing in LLPR interferes with the ability of states and other retail regulators to impose additional conditions, further allocate cost responsibility and risk among and between retail customers and Load Serving Entities, or require further agreements involving parties not directly taking service under MISO's Tariff (e.g., data centers and other owners of Large Loads).

[43] MISO's LARS proposal, currently pending in Commission Docket ER27-25-000, provides a specialized process designed to study very large (≥200 MW) Large Loads accompanied by the generation that will serve it on a coordinated timeline. MISO has committed to updating the load study portion of LARS to Incorporate the LLPR process and requirements proposed herein once these are accepted.

MISO envisions different parties playing diverse roles in the LLPR process. First, the Large Load Transmission Customer, commonly the LSE, plays a key role in the LLPR process as it is the party that can request Transmission Service through LLPR from MISO. The Transmission Owner has an integral role in working with the parties on studies. The entity that owns the Large Load, while usually not directly subject to MISO's Tariff, will play an essential role in providing the information needed to support the LLPR Application and working with the Transmission Customer to determine the type of Transmission Service to request.[44] Finally, MISO, as the Transmission Provider, acts as coordinator, performing the required LLPR studies, administering the LLPR process and, ultimately, approving transmission projects and granting Transmission Service.

Transmission Customers seeking to participate in LLPR must submit a Large Load Application to MISO as well as a non-refundable application fee of $250,000.[45] Due to the role of the Transmission Customer in obtaining Transmission Service for Loads, the Show Cause Order's direction that the Transmission Customer seeking Transmission Service to serve a Large Load bear responsibility for requesting the Transmission Service and executing cost recovery agreements. The Large Load Transmission Customer is the only party that may request Transmission Service on behalf of a Large Load from MISO and thus, is the only party that may submit a Large Load Application.[46] MISO's current processes similarly limit the types of entities that can submit EPR Requests.[47] MISO's current EPR process similarly only allows Transmission Owners to submit EPR requests. The Transmission Customer must select from a list of Transmission Service options which service it is applying for and must identify the amount of requested firm or non-firm service options.[48] LLPR is designed to facilitate several different types of requests for Transmission Service, including Network Resource Integration Service ("NITS"), Firm Service Step Up ("FSSU"), Interim ("Interim NITS"), and Transmission Service requested through LARS.[49] Notably, the requested Transmission Service option and the identified MW amount may not be changed after the Large Load Application is submitted to MISO.[50] This, together with the required application, discourages speculative or unready Large Load

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44 A Large Load may assume other responsibilities or obligations pursuant to agreements with the Transmission Customer or in accordance with rules and regulations adopted by states commissions or other retail regulators. MISO's LLPR does not prohibit this.

45 Furnish Testimony at 5.

46 *Id.*

47 Under current processes, only a Transmission Owner may submit an EPR request into MTEP because they are the entity that identifies the urgent need on their facilities. Thus, LLPR does not introduce any new restriction against other types of entities submitting requests for Transmission Service (*e.g.*, Generator Interconnection Customers, Market Participants). Rather, LLPR simply shifts this role from the Transmission Owner to the Large Load Transmission Customer to facilitate the accountability goals of the Show Cause Order.

48 *Id.* at 5-6.

49 *Id.*

50 *Id.* at 5. Large Loads may be completed in phases, but the total expected MW load amount must be identified in the Large Load Application at time of submission. Any additional load amounts must be submitted as a new request for Transmission Service.

Applications and provides the needed certainty about what is being studied that is necessary to perform an accelerated study without creating undue restudy risk.

The specific Transmission Service requested, the size of the Load, and whether the Large Load has partnered with generation will determine the next steps for the applicant and the load. For example, if the applicants are looking to co-locate the Load with the generation, then they will need to ensure that an appropriate Interconnection Agreement e.g. "ZGIA" has already been executed for the generator.[51] If the Large Load is greater than or equal to 200 MW and has formally partnered with a generator for a minimum of fifteen years, then the applicants will go through the LARS study process.[52] Other Transmission Services or processes such as FSSU and Interim NITS can be selected at the start of LLPR or after the LLPR study process is completed. Any Large Load going through the LLPR process will be subject to the Interconnection Reliability Requirements proposed by MISO in Docket No. ER26-3650-000.[53]

MISO will complete the LLPR study process three times in each 365-day period based on any Large Load Applications received by the deadline.[54] MISO will post the application deadline on its website at least 90 calendar days prior to each deadline.[55] The Large Load Transmission Customers may submit Large Load Applications at any time and MISO will maintain a list of all Applications leading up to each study process.[56] Any applications that are submitted after the deadline will be automatically included in the next LLPR study cycle.[57] In order for MISO to complete these studies in an expedient manner, the applicants must abide by these deadlines and additional review periods, which will be addressed in the next sections.

C. LLPR Study Cadence, Timing, and Application Requirements—Attachment FF Sections I.D.1.c.iii.a—I.D.1.c.iii.c.

MISO is proposing to complete the LLPR study process three times in a 365-day period.[58] The timing of this process is reasonable and dictated by how long it is expected for MISO and the other participants in an LLPR process to complete the required steps. This study cadence is necessary and appropriate in order to allow the base case of each LLPR study cycle to incorporate the

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51 *See generally*, ZGIA Filing, Docket No. ER26-3552.

52 *See* LARS Filing, Docket No. ER27-25-000.

53 *See* IRR Filing, Docket No. ER26-3650-000.

54 Furnish Testimony at 10.

55 *Id.* As explained in testimony, the first Large Load Application deadline will be on March 1, 2027, and due to the timing of this filing, MISO will not be able to provide 90-day notice for the first LLPR study cycle.

56 Furnish Testimony at 4, 10.

57 *Id.* at 10.

58 MISO considers each LLPR study cycle to commence on the date of the Large Load Application deadline and ends once the project receives MTEP approval, which takes place once the stakeholder process has been completed and the cost recovery agreements are executed or filed unexecuted with the Commission.

Transmission System changes from the prior LLPR Study cycle.[59] To avoid unnecessary restudy risks, it is appropriate to begin each study cycle after the prior one is completed and the applicable cost recovery agreements have been executed or submitted to the Commission for acceptance.

While the Large Load Application may only be submitted by the Transmission Customer, other parties including the Transmission Owner and the Large Load customer must all provide required information as part of the application. The LLPR Applicant must submit the non-refundable application fee of $250,000 and any relevant study deposits at the time of application submission.[60] The parties must also submit a significant amount of information with the Application to ensure that they have completed any necessary pre-planning steps and have reached agreement on key portions of the project including the identification of any necessary Large Load Upgrades by the Transmission Owner(s).[61]

The required technical information for a completed LLPR Application is set forth in proposed Section I.D.1.c.iii.b of Attachment FF. This information includes the geographic location and Point of Withdrawal ("POW") for the Large Load, the MW amount of the Large Load, the type of Transmission Service requested, data regarding the characteristics of the Large Load and equipment in order to enable MISO to assess how it will operate, the MTEP and model on demand information for associated load and transmission upgrades, the requested In-Service Date, and any requisite contact information.[62]

Proposed Section I.D.1.c.iii.b.2 requires study files to include various items. Specifically, such files should include models, one line diagrams, the Transmission Owner's Interconnection Study Report, including consideration of Alternative Transmission Technologies ("ATTs")/Grid-Enhancing Technologies ("GETs"), and information about any Large Load Upgrades identified by the applicable Transmission Owner, with specific requirements to provide an estimate of the total costs of the required Large Load Upgrades, the costs that the Large Load Transmission Customer will be obligated to pay, and, if this is less than 100% of the capital costs of the Large Load Upgrade, a narrative explaining how their portion of the costs was determined. This information will enable MISO to verify any analyses performed by the Transmission Owner and provide the cost transparency sought by the Show Cause Order. The Large Load Application is designed to be flexible so that it can be used to initiate the study process for several different types of Transmission Service and integrate with other MISO processes.[63]

Proposed Section I.D.1.c.iii.b.3 requires an attestation by the Transmission Customer attesting that it acknowledges MISO's ability to review reliability impacts and additional

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59 Furnish Testimony at 12.

60 *Id.* at 5.

61 *See id.* at 6-8.

62 *See id.*

63 LARS, for example, will require an Interconnection Request for a Generating Facility and additional information about the commercial relationship and electrical connection between the Interconnection Customer/Generating Facility and the LARS Associated Transmission Customer and LARS Associated Large Load.

mitigations through applicable study processes, that the Transmission Customer will comply with Tariff terms and requirements applicable to Large Loads that are set forth in Module B of the Tariff, that the Transmission Customer has a commercial agreement with the Large Load providing for it to request Transmission Service in order to serve that Large Load, and that the Transmission Customer does not have other requests pending with MISO for duplicative Transmission Service. These latter two requirements provide safeguards against unnecessary, speculative, or duplicative requests for Transmission Service by demonstrating that the Transmission Customer submitting the LLPR Application is the correct Transmission Customer that will serve the Large Load and that there are not multiple requests for the same Transmission Service being submitted as speculative alternatives on different parts of the MISO Transmission System.[64] If the Large Load was proposed in multiple places then that would artificially inflate the total cost of Large Load Network Upgrades, jeopardize the finality and commercial certainty of LLPR studies, and create restudy or cost shift risks for other Transmission Customer or participants in other MISO processes.[65]

MISO also proposes to require submission of valid models for electromagnetic transient ("EMT") studies.[66] The EMT work must be completed in the pre-application phase in order to capture the complete list of Upgrades and to ensure that the Large Load Transmission Customer has taken into consideration the necessary mitigation to meet the Interconnection Reliability Requirements.[67] Finally, applicants must submit the LLPR System Impact Study Agreement and sign any relevant non-disclosure agreements required by MISO in order to ensure funding for the LLPR study and appropriately provide for the handling of confidential information.[68] The LLPR System Impact Study Agreement is based on and largely follows the interconnection study agreement required for Generation Interconnection Customers with adjustments to reflect the different types of studies that may be performed under LLPR.[69] The required CEII NDA to be included as Attachment FF-10 to the Tariff is substantively identical to the *pro forma* CEII NDA required of Generator Interconnection Customers with their Interconnection Requests,[70] and the required Confidential Information NDA is MISO's *pro forma* Universal Nondisclosure Agreement, which is set forth in Attachment Z to the MISO Tariff.[71]

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64 Furnish Testimony at 9.

65 *Id.* at 9; MISO has carefully worded the language of Attachment FF Section I.D.1.c.iii.b.3 so as not to prevent the submission of applications for incremental transmission service needed in addition to that requested in a previous application. This is appropriate because such requests are not speculative alternatives.

66 MISO is requiring all Large Load Applications to include EMT models, but EMT studies will only be required for specific Large Load projects based on information MISO will provide and the level of detail will be described in the BPM.

67 Furnish Testimony at 8-9.

68 *Id.* at 26-27.

69 *See,* Attachment X, Appendix 1, Attachment B

70 *See,* Attachment X, Attachment C to Appendix 1: Universal Non-Disclosure and Confidentiality Agreement.

71 The LLPR System Impact Study Agreement is provided in the form of Attachment FF-10 to Attachment FF. The confidentiality agreements may include MISO's Universal Non-Disclosure Agreement or non-disclosure agreements related to CEII.

LLPR Applicants are required to submit a $250,000 non-refundable application fee and a $100,000 study deposit upon application submission.[72] The $250,000 both provides funding for LLPR administration and studies while also acting as a deterrent to speculative or uncertain Large Load Applications.[73] The $100,000 study deposit provides needed funding for the LLPR System Impact Study and any related studies that may be required, such as an FSSU or Interim NITS study. In the event that a Large Load Transmission Customer chooses to have MISO complete its EMT study, then an additional $100,000 study deposit must be provided.[74]

The objective of including all these requirements at time of application is to ensure that the Upgrades that are needed to reliably serve the Large Load are identified at the outset.[75] It is also critical that the parties collaborate prior to submitting the Large Load Application to MISO so that MISO may complete the LLPR study process on its accelerated timeline.[76] The streamlined deficiency cure period for applicants is another piece of the LLPR proposal. MISO will review each Large Load Application and notify the applicants of any identified deficiencies within fifteen (15) business days of receipt. After receiving that deficiency notification from MISO, the Transmission Customer will have ten (10) business days to cure the identified deficiencies.[77] The Transmission Customer will also have five (5) business days to address any errors that may be identified later in the LLPR study process.[78] If the Transmission Customer is unable to cure the deficiencies in any of the required timelines, then the Large Load Application will be deemed withdrawn from the LLPR process.[79] While the non-refundable application fee will be lost, the parties may submit the project in a future LLPR study cycle but must identify what information changed from the previous application.[80] There will be only one Application review period and one cure period for each Large Load Application.[81] This is necessary to ensure that the LLPR process remains streamlined and that MISO is able to complete these studies on an expedited timeline. MISO's proposed Tariff language captures all requirements that will be included in the LLPR Application. MISO will develop a form of application that captures proposed Tariff requirements, as may be adjusted by any compliance directives received from the Commission, and will post this form on MISO's website prior to the application deadline for the first LLPR study cycle.

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72 Furnish Testimony at 5.

73 This is in alignment with the Commission's Show Cause Order and its concern with speculative transmission requests on behalf of Large Loads. *See* Show Cause Order PP 68, 73, 80.

74 Furnish Testimony at 8-9.

75 *Id.*

76 *Id.* at 5, 12.

77 *Id.* at 10-11.

78 *Id.*

79 *Id.*

80 *Id.* at 15-16.

81 Furnish Testimony at 10-11.

D. Model Building and Coordination with MTEP and Existing Processes—Attachment FF Section I.D.1.c.iii.d

Pursuant to proposed Section I.D.1.c.iii.d, MISO will commence developing models for all LLPR studies no later than five (5) business days after the conclusion of cure period.[82] MISO will use reasonable efforts to complete the model review process within thirty (30) Calendar Days after the conclusion of the Large Load Application cure process.[83] MISO will develop models for the LLPR studies in the applicable cycle based on the latest MTEP case and reflect all MTEP approvals that have occurred as of the end of the cure period.[84] This ensures that LLPR models are based on the latest available information. The process includes the circulation of draft models to the applicable Transmission Owners and Large Load Transmission Customers, subject to the required nondisclosure agreements, and provides a five (5) business day window for the applicable Transmission Owners and Large Load Transmission Customers to submit comments for MISO's consideration, after which MISO will finalize the models and circulate the final models to them.[85] The model build period ends when the Transmission Provider provides the final models to the appliable Transmission Owners and Transmission Customers.[86] Taken together, this language establishes a just and reasonable model review process for Large Loads that balances an opportunity for participation and comments with a schedule consistent with the expedited nature of the LLPR process so as not to disturb or delay subsequent MISO processes that build from the completed LLPR Study Cycle.

E. The LLPR System Impact Study—Attachment FF Section I.D.1.c.iii.e.

Proposed Sections I.D.1.c.iii.e and I.D.1c.iii.f establish both a LLPR System Impact Study process by describing the substantive analyses that will be performed as part of LLPR and details the tender and processing of the Final LLPR Study Report. First, proposed Section I.D.1.c.iii.e provides that MISO will commence the LLPR System Impact Study within two business days after conclusion of the model review period and explains that the LLPR study will consist of an analysis of the impacts of the Large Load on MISO's Transmission System containing those elements described in Attachment FF-10. The proposed language further provides that the analysis will be based on any applicable planning criteria.[87] This language necessarily balances specificity about what is being studied with sufficient flexibility to accommodate rules currently being developed by NERC, Regional Entities, Transmission Owners, and regulators. While completing the LLPR System Impact Study, MISO may consider alternative solutions including those suggested by stakeholders and the MTEP aggregate system analyses against applicable planning criteria.[88]

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82 *Id.* at 13.

83 *Id.*

84 *Id.* at 12-13.

85 *Id.* at 13.

86 *Id.*

87 Furnish Testimony at 13-14.

88 *Id.*

MISO will post all the Large Load Applications that will be included in the upcoming LLPR System Impact Study to its MTEP webpage on its public website, thus facilitating the transparency requirements identified in the Show Cause Order.[89]

In the event that any Transmission Issues are identified in the LLPR System Impact Study, MISO will send the initial Transmission Issues to the applicable Transmission Owner and collaborate with them on the development of possible solutions.[90] This will include considering ATTs/ GETs and selecting the preferred solution to the identified Transmission Issues.[91] At this point in the LLPR study process, there are additional strict deadlines that must be followed. The Transmission Owners will have fifteen business days to respond to the identified Transmission Issues with possible solutions and, within ten business days after receipt of the proposed solutions, MISO will review and test the mitigation.[92] If MISO identifies more Transmission Issues, then it will notify the Transmission Owner, who will then have an additional ten business days to develop new possible solutions.[93] MISO will then review and test the newly proposed mitigations within five business days.[94] If the Transmission Issues are not resolved in the required timeframe, then the Large Load Application will be withdrawn, and the project will be removed from the LLPR study.[95]

Once the LLPR analysis/mitigation portion of the study is concluded, MISO will provide a draft LLPR Study Report to the Transmission Customer and each applicable Transmission Owner. The Transmission Customer and Transmission Owner(s) will have five business days to review and provide comments on the study report.[96] After reconciling any comments, MISO will provide the final LLPR Study Report and any applicable cost recovery agreements to the Transmission Customer and applicable Transmission Owner(s).[97] MISO will not process any Large Load Application for MTEP approval until all applicable cost recovery agreements are executed by all parties or an unexecuted or non-conforming filing is submitted to the Commission.[98] This is necessary to prevent circumvention of cost recovery agreement obligations and is consistent with their place in the LPPR framework as a required pre-condition of MTEP approval and obtaining Transmission Service for Large Loads.

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89 *Id.*

90 *Id.*

91 *Id.*

92 *Id.*; *see also,* Section I.D.1.c.iii.e-f.

93 Furnish Testimony at 14-15.

94 *Id.*

95 *Id.*

96 *Id.*

97 *Id.*

98 *See Id.* at 15-16.

F. Tender and Processing of the Cost Recovery Agreements—Attachment FF Section I.D.1.c.iii.f.[99]

When MISO shares the final LLPR Study Report with the Large Load Transmission Customer and any applicable Transmission Owners, MISO will also tender the Large Load Cost Recovery Agreement and/or the Large Load Impacted Transmission Owner Agreement(s). The Large Load Transmission Customer and Transmission Owner(s) have fifteen business days to execute the cost recovery agreements and return them to MISO, or request that the non-conforming or unexecuted cost recovery agreements be filed with the Commission.[100] Failure to do so will result in the Large Load Application being withdrawn and the project being removed from the LLPR process.[101] The Large Load Upgrades associated with these projects will be considered approved for MTEP purposes either at the completion of the stakeholder review process, as of the date that the last party executes a conforming cost recovery agreement, or as of the date of filing an unexecuted or non-conforming cost recovery agreement with the Commission, whichever is later.[102] This approach is structurally consistent with how MISO processes other service agreements, such as MISO's *pro forma* GIA and preserves the rights of Large Loads Transmission Customers to bring disputes before the Commission through unexecuted filings while maintaining the accelerated LLPR completion timeframe needed to allow subsequent LLPR cycles to commence with models that account for prior LLPR cycles with sufficient certainty.[103]

To address stakeholder desires for a date certain when the LLPR Application is deemed granted and the required Large Load Upgrades approved for inclusion in MTEP, MISO's proposed language uses either the date of the completion of the stakeholder review process, the date the last party executes a conforming cost recovery agreement, or the filing date of a non-conforming or unexecuted cost recovery agreement, whichever is later, as the point in time at which MTEP approval occurs. This approach is just and reasonable because an executed conforming agreement may be included in MISO's Electronic Quarterly reports and need not wait for a Commission order to be deemed accepted.[104] Thus, the certainty that the project will be developed significantly increases at this point. For nonconforming and/or unexecuted agreements, MISO considered using the date of a Commission order accepting such agreement as the trigger for MTEP inclusion. However, MISO ultimately rejected this approach as impractical. Given the need to build the base

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99 Section I.D.1.c.iii.f also addresses the tender of the final LLPR Study Report, but that timing was addressed in the previous section.

100 Gudeman Testimony at 5.

101 *Id.*

102 Furnish Testimony at 17.

103 *See*, Tariff Attachment X, Section 11.3 (Execution and Filing) (implementing a similar procedure, including a deemed withdrawal for failure to proceed and different timeframes based on the requirements and timing of the underlying process).

104 Under MISO's EPR process, projects are deemed approved for inclusion in MTEP once the study is complete and MISO adds them to the list of approved projects. With the introduction of agreements that memorialize commitments associated with the LLPR process, using later of the stakeholder review process completion date, the execution date, or filing date of unexecuted or non-conforming agreements provides an appropriate equivalent reference date for approval.

models used in subsequent LLPR cycles using a system topography that reflects what was changed by prior LLPR cycles in order to accurately study impacts, it would not be possible to wait several months for a Commission order before building the models used in the next LLPR cycle while maintaining a triannual LLPR study cadence. MISO proposes the date of filing of an unexecuted or nonconforming filing as point where the application should be deemed approved for inclusion in MTEP as reasonable compromise between providing certainty in modeling for the next LLPR study cycle and maintain the accelerated study cadence necessary to accommodate the integration schedules of Large Loads.[105]

Notably, no Transmission Service shall commence under an unexecuted or non-conforming cost recovery agreement until it has been accepted by the Commission. While it is reasonable to include the needed transmission upgrades in models upon submission of an unexecuted or nonconforming filing in order to commence subsequent study cycles on schedule, allowing Transmission Service to commence prior to Commission acceptance of the cost recovery agreements risks decoupling the requirements for the Large Load Transmission Customer contained in the agreements from the Transmission Service granted. This risk is not needed to prevent delays to all other Large Load Transmission Customers and MISO expects that in most instances, a Commission order would likely be issued before the Large Load's need-by date.[106]

MISO's proposed language is reasonable and necessary to establish the prescribed timeline for executing the cost recovery agreements, enable stakeholder review and feedback, identify when Large Load projects are considered approved for MTEP purposes, and allow model building for subsequent cycles. These strict timelines are necessary to ensure that the LLPR process can be completed in a 365-day period and to ensure that MISO has sufficient certainty in the Large Load Upgrades completed by applicants in the LLPR process. These requirements make clear that even if a project is withdrawn and removed from the MTEP models, the Large Load Transmission Customer is still responsible for paying for any identified Large Load Upgrade costs. This approach avoids reserving system capability for projects that ultimately do not proceed.

G. Resubmission of Withdrawn Applications—Attachment FF Sections I.D.1.c.iii.g

Proposed section I.D.1.c.iii.g provides that any withdrawal of the application will result in the removal of the project from the LLPR study process. The Large Load Transmission Customer may submit a new Large Load Application to MISO but must identify what information has

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[105] While this date does not provide as much certainty as the date of Commission acceptance, a project is still more likely to be developed after a service agreement is filed than before that point. In MISO's experience, most unexecuted filings will still result in the agreement being accepted by the Commission, either with or without the requested changes to *pro forma* agreement terms, and non-conforming agreements are fairly uncommon. MISO acknowledges that rejection is possible and projects that have unexecuted agreements can be included in subsequent models only subject to the outcome of the Commission proceeding. However, the risks of diminished certainty are, on balance, preferable to guaranteed study delays.

[106] This could result in an actual delay only in the highly unlikely scenario where a Large Load is projected to be built and require Transmission Service obtained through LLPR in a shorter timeframe than the Commission can act on a filing.

changed since the previous submission.[107] This language provides clear withdrawal rules and is both reasonable and needed to allow for the uniform administration of the LLPR process on an accelerated timeframe.

H. Stakeholder Forums—Attachment FF Sections I.D.1.c.iii.h.

Consistent with its current process, MISO will host a stakeholder forum at the end of each LLPR study process or as otherwise provided in the Transmission Planning Business Practices Manual ("TPBPM") basis to review the identified transmission needs, solutions, and any alternatives identified in the completed LLPR studies.[108] The purpose of these stakeholder forums is to review with stakeholders the transmission needs, solution(s), and any identified alternatives identified in the completed LLPR System Impact Studies. Following each stakeholder forum, stakeholders will have a defined comment period outlined in the TPBPM.[109] This stakeholder review process happens in parallel to the tender and execution of any relevant cost recovery agreements, thus allowing MISO to schedule stakeholder discussions and comment periods on an actionable timeframe. As explained earlier in this letter, a LLPR Application is considered approved by MISO at the completion of the stakeholder review process, execution of a conforming cost recovery agreement for such Large Load Upgrade, or upon the filing of an unexecuted or non-conforming cost recovery agreement with the Commission, whichever is later.[110] For example, if a cost recovery agreement was executed within two days, MISO would not consider the project approved until it completed the stakeholder review process. This is necessary to allow action on stakeholder comments where appropriate.

These proposed Tariff additions align with MISO's commitment to working with stakeholders in addressing the integration of Large Loads and providing transparency in the projects studied in the LLPR process. MISO regularly hosts these stakeholder forums as part of the EPR process and will continue to do so on a regular basis for projects going through the LLPR process.

I. Cost Recovery Agreements—Attachment FF Section I.D.1.c.iii.i.

As part of the proposed LLPR process and to mitigate the risk of cost shifting among Transmission Customers, MISO is proposing two cost recovery agreements to ensure that a Large Load Transmission Customer bears the risk and is ultimately responsible for the costs incurred to provide the requested Transmission Service.[111] The relevant cost recovery agreements will include

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[107] Furnish Testimony at 16.

[108] *Id.* at 17. Any meetings involving CEII or confidential materials will be handled under Section I.C.23 of Attachment FF.

[109] *Id.*

[110] *Id.*

[111] Proposed MISO Tariff, Attachment LLL (Form of Agreement for Large Load Cost Recovery Agreement) and Attachment MMM (Form of Agreement for Large Load Impacted Transmission Owner Cost Recovery Agreement).

an exhibit listing the Large Load Upgrade(s) and/or Impacted Transmission Owner Large Load Upgrade(s) that are required for the Large Load Transmission Customer.

The LLPR process ends with MTEP approval and after the issuance of such approval, the Transmission Customer remains responsible for the Large Load Upgrade costs identified through the LLPR.[112] Thus, if a project is assigned Large Load Upgrades through the LLPR process and the Large Load is subsequently not built, or its service is terminated, then the Large Load Transmission Customer will remain responsible for any associated costs assigned to their project under the proposed cost recovery agreements. This provides the necessary certainty for later projects studied in the LLPR process and will allow MISO to complete the studies efficiently without disrupting future LLPR study cycles.[113]

The details and requirements of the proposed cost recovery agreements are further described in Section IV of this transmittal letter.

J. LLPR Operations Agreement and Confidentiality—Attachment FF Sections I.D.1.c.iii.j—I.D.1.c.iii.k.

Once a Large Load project has received MTEP approval, the Transmission Customer must submit an updated Large Load forecast along with an operations agreement for the new Large Load.[114] This operations agreement, which is Exhibit 2 to Attachment F, is an application for Network Integration Transmission Service (NITS) in accordance with Module B Section 29.2 of the Tariff prior to the Service Commencement Date. As part of the operations agreement process, the Transmission Owner will develop a CPNode for each Large Load. This is necessary for MISO settlement, operational visibility, and forecasting purposes.[115] These *pro forma* service agreements are executed, reported in the EQR, and posted publicly on MISO's website. Service to the Large Load will not commence prior to MISO's review and execution of the operations agreement.

Proposed Section I.D.1.c.iii.k provides for the designation and protection of confidential and Critical Energy Infrastructure Information by participants in the LLPR process with access to non-public information subject to MISO's established Nondisclosure Agreement and CEII rules. As explained further by Ms. Furnish, the form of non-disclosure agreement will be the universal NDA, as accepted by the Commission for inclusion in MISO's Tariff as Attachment Z. The CEII NDA is directly drawn from the form of nondisclosure agreement included with MISO's Interconnection Request form required for Interconnection Customers, thus promoting rules alignment across processes. Allowing participants in studies to request confidential and/or CEII treatment of appropriate information is a necessary and routine feature of MISO study processes and will protect the more sensitive information (e.g., detailed models, diagrams and other sensitive technical information) required as part of the LLPR process. MISO notes that these confidentiality

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[112] Furnish Testimony at 15-16.

[113] *Id.*

[114] Furnish Testimony at 16-17.

[115] Furnish Testimony at 16-17.

safeguards will not conflict with the transparency requirements proposed in this filing, including the public Large Load dashboard, because the required information is set forth in the Tariff and both MISO's proposed Tariff language and existing confidentiality rules prohibit designation as confidential of information that a Tariff or other legal requirement specifies be made public.

At the conclusion of the LLPR process, the cost recovery agreements associated with Large Load Upgrades will be submitted to the Commission for approval. Any executed cost recovery agreements will be included in MISO's EQR reports on a quarterly basis and all the agreements included in those EQR reports are publicly posted on MISO's public website in accordance with the same procedures applicable to other types of service agreements. The EQR reports will also be accessible through MISO's website. [116] Unexecuted or non-conforming cost recovery agreements will be filed separately with the Commission and publicly available subject to the Commission's regulations.

K. The Proposed Tariff Revisions are Just and Reasonable.

Under section 205 of the Federal Power Act, MISO must show that its proposed Tariff revisions are just and reasonable, and not unduly discriminatory or preferential. "For filings made under FPA section 205, the Commission evaluates whether the proposal in the filing is just and reasonable, and not whether alternative proposals are more or less reasonable than the filing party's proposal."[117] In the Show Cause Order, the Commission preliminarily found that MISO's Tariff lacked clear and consistent provisions addressing large load integration. The Commission noted that MISO's role in load additions has been largely supplemental and the Transmission Owners' study processes are not set in the Tariff and some have used ad hoc, stand-alone study agreements. The proposed LLPR revisions directly address these concerns.

MISO developed a dedicated framework for Large Loads and proposes to add the LLPR process to Attachment FF of the Tariff as well as new *pro forma* Attachments LLL and MMM. With these additions, every Transmission Customer seeking Transmission Service for a Large Load must submit a Large Load Application and provide the requisite information to MISO. This not only creates a single path for Large Load Transmission Customers to take when seeking Transmission Service, it provides MISO with the ability to expedite the study timelines and, in some cases, optimize the transmission solutions. Each Large Load Application must elect one of several defined options (LLPR, Interim NITS, LARS, etc.), which replaces the historic and potentially inconsistent practices with a single, Tariff-based process that applies equally to all Large Load Transmission Customers. Together, these provisions create a transparent and predictable path for identifying the Large Load Network Upgrades needed to serve Large Load Transmission Customers, while balancing speed, reliability, and stakeholder engagement.

MISO's proposed Large Load framework provides alternative pathways depending on size of the load, which strikes a just and reasonable balance between capturing the larger loads for

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[116] *See* MISO, *Notifications Overview*, *Market Settlements*, available at: https://www.misoenergy.org/markets-and-operations/notifications/.

[117] *See PJM Interconnection, LLC*, 197 FERC ¶ 61,019, at P 29 (2026).

which MISO needs visibility to ensure system reliability and directing the smaller loads that do not raise the same reliability concerns into the existing EPR process.[118] The Large Load Application is just and reasonable and not unduly discriminatory or preferential because it requires the applicants to provide significant information about the Large Loads, which in turn will provide MISO with the information necessary to address the operational impacts of Large Loads looking to interconnect to MISO's Transmission System.

The LLPR application process also contains the elements identified by the Commission in the Show Cause Order. The Large Load Applications are accepted on a rolling basis and require a non-refundable application fee of $250,000. The applications must include detailed information about the Large Load and provide planning models for MISO to utilize when completing its own independent studies. MISO is also requiring that the Large Load Transmission Customer attest that it has no other pending requests for service to the same Large Load, which will improve load forecasting clarity and certainty. The Commission has noted in other contexts that non-refundable fees, study deposits, and readiness requirements deter speculative requests, which is critical for MISO to be able to study these loads on an expedited basis. The proposed Tariff revisions and *pro forma* cost recovery agreements also require financial security equal to the Large Load Network Upgrade capital costs once the LL-CRA is executed, which will further reduce the possibility of speculative requests clogging the study processes, distorting load forecasting, or further risking any kind of cost shifting.

The LLPR System Impact Study is just and reasonable because it incorporates enhanced study requirements to enable MISO independently to analyze the impacts of each Large Load on the Transmission System. MISO will conduct this analysis based on MTEP models, and in collaboration with the Transmission Owner and Transmission Customer. Moreover, to participate in the LLPR process, MISO requires that EMT studies be completed before the application is submitted so that the full set of Network Upgrades needed to reliably serve the Large Load can be identified.[119] The study also requires the evaluation of alternative transmission technologies and grid-enhancing technologies by the Transmission Owners and MISO will review the consideration of any relevant ATTs/GETs, which was another Commission concern.[120]

The LLPR provides the clarity and consistency sought in the Show Cause Order by stating the information required to enter the process, the study sequence, the roles of MISO and the Transmission Owners, and the relationship of the results to planning and service. The readiness and attestation requirements address the Commission's concern with speculative or duplicative requests, while the cumulative assessment and reliability information support consistent treatment

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[118] *See PJM Interconnection, LLC*, 197 FERC ¶ 61,019, at P 27 (2026); *see also Sw. Power Pool, Inc.*, 194 FERC ¶ 61,031, at PP 10, 61 (2026) (accepting a proposed definition of a high impact large load that included a 50 MW threshold for new or increased load at a single site connected to the transmission system at a voltage level greater than 69 kV); *Tri-State Generation & Transmission Ass'n, Inc.*, 196 FERC ¶ 61,127, at P 76 (2026) (*Tri-State*) (accepting a proposal to define a high impact load as load exceeding or forecasted to exceed 45 MW within four years).

[119] Furnish Testimony at 8.

[120] *Id.* at 13-14.

of system impacts. The recurring cycles provide an accelerated path grounded in MISO's existing planning framework.[121] Finally, the proposed revisions were developed through MISO's Large Load Working Group where the process was presented, reviewed, and discussed by stakeholders.[122] The Commission recognized and encouraged this effort in the Show Cause Order.

For these reasons, the proposed Tariff revisions are just and reasonable, and not unduly discriminatory or preferential, and the Commission should accept them under section 205 of the Federal Power Act.

L. Separate Proposal to Apply Cost Recovery Agreements to LARS Projects.

Separately from all other proposals contained in this filing, MISO proposes to include the following language as a separate paragraph in Attachment FF, Section I.D.1.c.iii.f in order to facilitate the use of the LL-CRA and LLITO-CRA as part of the LARS process:

> Subject to Commission acceptance of the revisions to Attachment FF of the Tariff pending before the Commission in Docket No. ER27-25, all LARS Associated Transmission Customers that submit LARS Applications for inclusion in a LARS cycle with a kickoff date on or after February 14, 2027, shall execute or request the unexecuted and/or non-conforming filing of the LL-CRA and/or LLITO-CRA, as applicable, for all Network Upgrades identified in a LARS study for which Attachment FF I.D.1.b.ii.g. assigns cost responsibility to the LARS Associated Transmission Customer. The LARS Application and Network Upgrades identified in a LARS study for which Attachment FF I.D.1.b.ii.g. assigns cost responsibility to the LARS Associated Transmission Customer shall be deemed approved for MTEP purposes as of the later of: (1) the date the last party executes the applicable conforming LL-CRA and, if required, LLITO-CRA(s); (2) the date of filing with the Commission of an unexecuted and/or nonconforming LL-CRA and/or LLITO-CRA; or (3) the conclusion of the stakeholder comment period required by Section III.D.1.c.iii.h of this Attachment FF. A LARS Associated Transmission Customer shall not commence Transmission Service under an unexecuted or non-conforming LL-CRA or LLITO-CRA until such agreement(s) have been accepted by the Commission.

If the Commission ultimately approves MISO's LARS proposal, all LARS Associated Transmission Customers that submit LARS Applications on or after the effective date of this filing (February 14, 2027), shall execute or request the unexecuted filing of a cost recovery agreement, as applicable, for all Large Load Upgrades identified in a LARS study. The Large Load Upgrades associated with these LARS projects will be considered approved for MTEP purposes as of the date that the last party executes a conforming cost recovery agreement or as of the date of filing an unexecuted or non-conforming cost recovery agreement with the Commission.

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[121] Show Cause Order at PP 39, 56–65 (identifying concerns regarding timely studies, readiness, operational impacts, and clear Tariff provisions); Furnish Testimony at 3.

[122] *See* Furnish Testimony at 28-33.

In the LARS Answer, MISO also stated that it would submit another filing to reconcile the LARS and LLPR processes to ensure their full alignment.[123] Notably though, MISO has proposed standalone Tariff language in this docket to make the proposed cost recovery agreements applicable to new LARS studies. While acceptance of the Tariff language discussed above will not obviate the need to make a subsequent reconciliation filing to harmonize other aspects of the LARS and LLPR filings, it will allow for the cost recovery agreements, which are a valuable transparency and accountability mechanism, to apply to LARS studies earlier than would be possible if MISO waited until acceptance of the instant filing and a subsequent reconciliation filing, to apply the cost recovery agreements to the LARS process.[124] To the extent that the Commission accepts the cost recovery agreements in the instant docket, it may then separately consider whether to make them applicable to the next LARS cycle, assuming MISO's LARS filing also is accepted.

Thus, this proposed Tariff language represents a standalone proposal, which MISO includes in this filing purely for Tariff administration reasons.[125] While it builds on the LLPR process and Cost Recovery Agreements proposed in this filing, it is not a component of any other proposal contained in this filing, not a part of any compromise or agreement with stakeholders regarding other elements of this filing. MISO urges acceptance of this language for the reasons described above, MISO

IV. COST RECOVERY AGREEMENT AND COST TRANSPARENCY

The Show Cause Order preliminarily found that MISO's Tariff appeared to be unjust and unreasonable because it lacked adequate mechanisms to mitigate the risk of cost shifting among transmission customers, which may result in unjust and unreasonable rates for transmission service.[126] Specifically, the Commission was concerned about the apparent lack of: (1) transparency regarding the assignment of network upgrades, and their associated costs, that are needed to provide transmission service to transmission customers on behalf of large loads; and (2) a *pro forma* cost recovery agreement between MISO, the transmission owner, and the

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[123] Furnish Testimony at 19; *see* MISO's November 9 Answer filed in Docket No. ER27-25-000 ("LARS Answer") at 15.

[124] This proposed language is severable from LARS because acceptance LARS was designed to work even with existing processes and then be integrated with the reforms contained in this filing once accepted by the Commission.. The standalone proposal contained in this filing is an enhancement to LARS, but not necessary for its function. The proposed language is severable from this filing because it is contained in its own paragraph that replicates language proposed elsewhere and its application is limited to LARS.

[125] As explained in the LARS Answer, MISO filed its LARS proposal before LLPR, the LL-CRA and LLITO-CRA were developed given the immediate need for such a process and lead time for implementation. LARS Answer at 3, 18. In that docket, MISO committed to updating LARS to incorporate the processes changes included in this filing once this filing is accepted. LARS Answer at 15. While MISO could make a separate contemporaneous filing from this one to make the LL-CRA and LLITO-CRA applicable to Large Load Transmission Customers participating in LARS, this would create version control concerns with pending language built upon pending language, as each filing would create a new version of Attachment FF.

[126] Show Cause Order at P 66.

transmission customer taking transmission service on behalf of Large Loads that ensures that the transmission customer bears the risk and is ultimately responsible for costs incurred to provide transmission service, including the cost of network upgrades.[127] Below is a summary of the proposed Tariff revisions that address the Commission's concerns.

A. Cost Recovery Agreements

In the Show Cause Order, the Commission preliminarily found that MISO's Tariff appeared to be unjust and unreasonable because it lacked "adequate mechanisms to mitigate the risk of cost shifting among transmission customers, which may result in unjust and unreasonable rates for transmission service."[128] To prevent unjust and unreasonable cost shifting among transmission customers, the Commission stated that it appeared necessary for MISO, the relevant transmission owner, and the transmission customer taking transmission service on behalf of a large load to enter into a cost recovery agreement with a specified minimum financial contribution and financial security sufficient to secure such contribution to mitigate cost shifting if the transmission customer ultimately takes less transmission service than anticipated because the large load does not materialize as planned or is not developed at all.[129]

In response to concerns raised by the Commission, MISO and the MISO Transmission Owners propose Tariff revisions and two *pro forma* cost recovery agreements that together require the Large Load Transmission Customer to make a minimum contribution toward the revenue requirement of the Transmission Owner(s) responsible for constructing the Large Load Upgrades identified by MISO in the LLPR.[130] To ensure the minimum contribution, Large Load Transmission Customers are required to provide security to cover the capital cost of the Large Load Upgrades. As briefly described in the previous section, prior to receiving MTEP approval for any such Large Load Upgrades, Large Load Transmission Customers are required to execute the *pro forma* LL-CRA and/or LLITO-CRA, as applicable, or request that the cost recovery agreements be filed unexecuted or as non-conforming with the Commission within 15 business days of being tendered the agreements by MISO. Failure to do so by the conclusion of the 15-day period will result in the Large Load Application being withdrawn, and the project being removed from the LLPR process. The customer is required to provide security within 45 days of the execution of the LL-CRA and/or LLITO-CRA. If the LL-CRA or LLITO-CRA is filed unexecuted or as non-conforming, separate terms apply depending on the nature of the dispute and when the Commission approves such agreement. Importantly, a Large Load Transmission Customer cannot

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127 *Id.*

128 Show Cause Order at P 78.

129 *Id.* at P 82, 84.

130 Proposed MISO Tariff, Attachment LLL (Form of Agreement for Large Load Cost Recovery Agreement) and Attachment MMM (Form of Agreement for Large Load Impacted Transmission Owner Cost Recovery Agreement).

commence Transmission Service under an unexecuted and/or non-conforming LL-CRA or LLITO-CRA until the applicable cost recovery agreements have been approved by the Commission.[131]

The above framework, including the embedded rate mechanisms, which are discussed in more detail below, reflect a balanced approach to mitigating the cost shift concerns identified by the Commission while respecting state laws (in particular state retail ratemaking authority), Transmission Owner diversity, including their varied business models, the reality that Transmission Customers are often not the Large Load entities actually interconnecting to the Transmission System but merely a pass through, and the region's economic development ambitions. Importantly, nothing in LLPR, including the proposed cost recovery framework interferes, limits the ability of states and other retail regulators to impose additional conditions, further allocate cost responsibility and risk among and between retail customers and Load Serving Entities, or require further agreements involving parties not directly taking service under MISO's Tariff (*e.g.*, data centers and other owners of Large Loads). Although a difficult needle to thread, the proposed framework, consistent with the direction given by the Commission in the Show Cause Order, and in recognition of MISO's regional differences and state authority, is a just and reasonable approach to addressing the risk of cost shifting among Transmission Customers in MISO and potentially unjust and unreasonable rates.

Below is a summary of each agreement and the rate mechanisms therein.

1. Scope and allocation of responsibilities.

MISO proposes two complementary *pro forma* cost recovery agreements to establish the Large Load Transmission Customer's financial responsibility for the Large Load Upgrades identified through the LLPR study process. The Large Load Cost Recovery Agreement ("LL-CRA") addresses upgrades within the Transmission Pricing Zone containing the Large Load's Point of Withdrawal. The Large Load Impacted Transmission Owner Cost Recovery Agreement ("LLITO-CRA") addresses upgrades outside that zone. MISO, the Large Load Transmission Customer, and the applicable Transmission Owner(s) are required parties to the agreements. For purposes of the agreements, LLPR includes LARS. The agreements therefore link the LLPR study results to the entities responsible for service, investment, and payment.

In addition to any Transmission Service charges incurred by the Large Load Transmission Customer under the Tariff, a Large Load Transmission Customer is responsible for the costs of the Large Load Upgrades ("Minimum Contribution") pursuant to the cost recovery rate mechanisms in the LL-CRA and LLITO-CRA.[132] This Minimum Contribution is necessary to ensure that the Large Load Transmission Customer is responsible for paying for the costs of transmission driven by the Large Load (*i.e.*, the cost incurred to provide the requested Transmission Service, including the costs of any Large Load Network Upgrades).

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[131] Proposed MISO Tariff, Attachment FF, I.D.1.c.iii.f.

[132] Gudeman Testimony at 7, 22.

To accommodate the diversity of regulatory approaches and business models among Transmission Owners, the *pro forma* agreements provide the Transmission Owner responsible to construct a Large Load Upgrade the flexibility to roll into its rates for Transmission Service the capital costs of the Large Load Upgrade or to directly assign the costs of the Large Load Network Upgrade(s) to the Large Load Transmission Customer, and such election will be recorded in the agreement.[133] The MISO Transmission Owners are a diverse group of investor-owned transmission owners, municipal utilities, and cooperatives, including both vertically integrated and independent transmission companies, that own transmission facilities over which MISO provides Transmission Service. For example, some Transmission Owners, in addition to service Transmission Customers, serve retail load. Some do not—they only serve MISO Transmission Customers. The rate mechanisms in the cost recovery agreements ensure that cost recovery does not unnecessarily conflict with these various Transmission Owner business models in existence within the MISO footprint. Importantly, however, as discussed below, whether Large Load Upgrade costs are rolled in or directly assigned, the Large Load Transmission Customer is always responsible for the costs of the Large Load Upgrades, thus, mitigating cost shifts to other Transmission Customers, consistent with the Show Cause Order.[134]

2. Recovery of costs for upgrades within the TPZ.

Where the capital costs of the Large Load Network Upgrade are rolled in the Transmission Owner's transmission rates, the Large Load Transmission Customer is responsible for its Total Required Revenue Commitment, which amount is set forth in the agreement and payable on a yearly basis consistent with the Yearly Required Revenue Commitment.[135] If the Transmission Service revenue attributable to a Large Load Transmission Customer on behalf of the Large Load during a calendar year is less than the customer's Yearly Required Revenue Commitment, the customer is required to make a Supplemental Payment to the Transmission Provider.[136] The formulas for calculating such amounts are set forth in Exhibit C of the LL-CRA. Below is a more detailed description of these items.

The Total Required Revenue Commitment reflects the return on and of the Large Load Network Upgrade investments over twenty years, including capital cost, return, depreciation, operations and maintenance, and taxes.[137] The commitment is initially based on the estimated upgrade costs and then adjusted as actual capital costs are determined.[138]

Following each calendar year, the Transmission Owner, in coordination with MISO, will determine whether the Large Load Transmission Customer has satisfied its Yearly Required

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[133] Proposed MISO Tariff, Attachment LLL, §§ 3.1–3.4 and signature page; Proposed MISO Tariff, Attachment MMM, §§ III–V and signature page.

[134] Gudeman Testimony at 8.

[135] *Id.*

[136] *Id.* at 12.

[137] *Id.* at 8-10.

[138] Proposed MISO Tariff, Attachment LLL, § 3.3.3.

Revenue Commitment or whether a Supplemental Payment is owed.[139] If the Transmission Service revenue attributable to Large Load Transmission Customer during a calendar year is less than the Large Load Transmission Customer's Yearly Required Revenue Commitment, the Large Load Transmission Customer is required to make a Supplemental Payment to MISO, the formula for which is set forth in Exhibit D to the LL-CRA. If the attributable revenue equals or exceeds the yearly commitment, no Supplemental Payment is required. Mr. Gudeman, in his testimony, details and provides examples for calculating the Total Required Revenue Commitment, the Yearly Required Revenue Commitment and Supplemental Payment.[140]

This annual comparison gives effect to the Large Load Transmission Customer's actual contribution to transmission revenues while preserving a minimum payment obligation when load is below the level needed to mitigate a cost shift. For example, a $10 million Yearly Required Revenue Commitment and $7 million in attributable annual transmission-service revenue would necessitate a $3 million Supplemental Payment; attributable revenue of $10 million or more would produce no Supplemental Payment for that year. In his testimony, Mr. Gudeman, based on assumptions provided in his testimony, provides an illustrative example of how the Supplemental Payment is determined.[141] If required, MISO will issue the supplemental invoice within ninety days after the end of every calendar year during the term of the cost recovery agreement, with billing and payment governed by Tariff Section 7 and the applicable Business Practice Manuals.[142]

MISO will allocate any Supplemental Payments among the Transmission Owners that are a party to the LL-CRA in proportion to their respective Annual Incremental Revenue Requirement (defined in the agreement) included in the Yearly Required Revenue Commitment.[143] Any Supplemental Payment allocated to a Transmission Owner will be treated as a revenue credit against the recipient Transmission Owner's annual transmission revenue requirement, and each applicable Transmission Owner must provide a workpaper in its annual informational filing, which is generally filed in March of a calendar year, detailing that credit.[144] While the need for a Supplemental Payment and the amount thereof will not be known until after a calendar year has ended, there does not necessarily need to be a large lag in reflecting significant Supplemental Payments in rates paid by Transmission Customers. As Mr. Gudeman explains, any lag associated with a Supplemental Payment could be addressed by the Transmission Owner when developing its projected revenue requirement.[145] In short, the cost recovery mechanism explained above is specifically designed to offset in rates the costs of the Large Load Network Upgrades so that the end result is that those costs are not shifted to other Transmission Customers.[146] As shown in

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139 Proposed MISO Tariff, Attachment LLL, § 3.3.5.

140 Gudeman at 8-17; *see also* Proposed MISO Tariff, Attachment LLL, § 3.3 and Ex. C, D.

141 Gudeman Testimony at 12-13; Gudeman Testimony Exhibit MTO-0004 (Calculation of Supplemental Payment).

142 Proposed MISO Tariff, Attachment LLL, §§ 3.3.5.6 and 3.3.5.7.

143 Gudeman Testimony at 13.

144 Gudeman Testimony at 17.

145 *Id.* at 13-16.

146 *Id.* at 16-17.

Exhibit MTO-0006 to Mr. Gudeman's , with all else being equal assuming no other changes to load or revenue requirements, the Large Load Transmission Customer pays at least the incremental revenue requirement for the Large Load Network Upgrades and the zonal rate charged to other customers will not increase as a result of the Large Load Network Upgrades.[147]

Where the capital costs of the Large Load Network Upgrades are directly assigned to the Large Load Transmission Customer, payments will be due from the customer as specified in a separate agreement between Transmission Owner and Large Load Transmission Customer to be filed with the Commission.[148] Under such circumstances, the Transmission Owner agrees that it will not recover the costs of the directly assigned upgrade from other Transmission Customers and commits to providing an annual workpaper showing that treatment.[149]

The LL-CRA continues until the earlier of twenty years after the final Large Load Network Upgrade enters service or satisfaction in full of the Total Required Revenue Commitment and the direct-assignment payment obligations, as applicable.[150]

3. Recovery of costs for upgrades outside the TPZ.

The LLITO-CRA establishes a separate rate mechanism for upgrades outside the TPZ. Where the capital costs of ITO-Large Load Network Upgrades are rolled into a Transmission Owner's rates, the Large Load Transmission Customer is responsible for the ITO Large Load Network Upgrade(s)' Monthly Revenue Requirement beginning in the month following the Transmission Owner's notification that the upgrade has entered service.[151] The formula to calculate the Monthly Revenue Requirement is set forth in Exhibit II to the LLITO-CRA and is identical to the "Incremental Revenue Requirement for Large Load Network Upgrades Calculation" formula in Exhibit C to the LL-CRA.[152] As described above, the formula multiplies the capital invested in the ITO-Large Load Network Upgrade(s) by a levelized fixed charge rate determined from the term of the LLITO-CRA and data from the Transmission Owner's MISO Tariff Attachment O Formula Rate, including taxes, interest on long term debt, return on equity, depreciation expense, total operations and maintenance expense, general and common depreciation expense; taxes other than income taxes; and total gross transmission plant. The default recovery term is 240 months of payments for each upgrade, unless the parties mutually agree to a different term or the applicable obligations are otherwise satisfied.[153]

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147 *Id.* at 16-17; Gudeman Testimony Exhibit MTO-0006 (Zonal Rate Impact).

148 Proposed MISO Tariff, Attachment LLL, § 3.4.1.

149 Proposed MISO Tariff, Attachment LLL, § 3.4.2.

150 Proposed MISO Tariff, Attachment LLL, §§ 2.2–2.3, 3.3.

151 Proposed MISO Tariff, Attachment MMM, § IV.

152 Gudeman Testimony at 24.

153 Proposed MISO Tariff, Attachment MMM, § II.

The Transmission Owner recalculates the payment annually using updated inputs from the Transmission Owner's Tariff Attachment O Formula Rate using data from the previous calendar year.[154] Any payments from the customer under the LLITO-CRA are treated as revenue credits against the Transmission Owner's annual transmission revenue requirement, documented in the Transmission Owner's annual informational filing.[155]

If the impacted Transmission Owner directly assigns ITO-Large Load Network Upgrade costs under proposed Section V of the LLITO-CRA, payments are due as specified in a separate agreement between Transmission Owner and Large Load Transmission Customer to be filed with the Commission.[156] As with the LL-CRA, the Transmission Owner may not recover the directly assigned costs from other Transmission Customers and must document the foregoing in its annual informational filing.[157]

4. Financial security and construction coordination

To secure the Large Load Transmission Customer's obligations, the agreements require irrevocable security reasonably acceptable to each Transmission Owner (for example, a letter of credit, surety bond, or parent guaranty) in an amount equal to the capital cost of the covered upgrades.[158] The agreements allow the customer to request a reduction in security, subject to the specified timing, documentation, and floor based on the remaining Minimum Contribution, and the Transmission Owner may not unreasonably deny a request consistent with those provisions. Under such terms, where the Large Load Transmission Customer and Transmission Owner are the same legal entity, the Transmission Owner is not required to demand security of itself but it is still subject to the requirement to protect against cost shifts. The security provisions in the agreements exist to protect the Transmission Owner from financial risk associated with the capital costs of the Large Load Network Upgrade(s) and Transmission Customers from related cost shifts, and in analogous circumstances, the Commission has found it would be impractical and unnecessary to require security.[159]

The Large Load Transmission Customer is required to provide security within 45 days of the parties' execution of the agreements.[160] If the agreements are filed unexecuted or as non-conforming, however, separate terms apply, depending on when the Commission approves such agreement, as well as the nature of the parties' dispute. Failure to provide security within the applicable period results in immediate withdrawal of the Large Load Application.[161]

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154 Gudeman Testimony at 24.

155 Proposed MISO Tariff, Attachment MMM, §§ IV.i—j.

156 Gudeman Testimony at 24-25; Proposed MISO Tariff, Attachment MMM, § V.

157 Gudeman Testimony at 25.

158 Proposed MISO Tariff, Attachment LLL, § 4.1; Proposed MISO Tariff, Attachment MMM, § VI.

159 *See Midcontinent Indep. Sys. Operator, Inc.*, 156 FERC ¶ 61,166, at P 12 (2016); Gudeman Testimony at 19, 26.

160 Gudeman Testimony at 19, 25.

161 Proposed MISO Tariff, Attachment LLL, § 4.2; Proposed MISO Tariff, Attachment MMM, § VI.

Upon the Transmission Owner's request, the Transmission Owner and Large Load Transmission Customer will enter into a separate agreement regarding construction of the covered upgrades.[162] Such separate agreements do not displace the customer's obligation to enter into a cost recovery agreement. Where the security's form, terms, and provider permit, security posted under a cost recovery agreement may satisfy the construction agreement's security requirement. Similarly, if the Large Load Transmission Customer provides security under a construction agreement prior to providing the required security under the cost recovery agreement, the security required under the construction agreement may be applied as the required security under the cost recovery agreement if the forms, terms, and provider of the security under the construction agreement allow it. Both *pro forma* agreements prohibit a lapse between the two arrangements and prohibit requiring the customer to concurrently maintain the full security amount under both. The *pro formas* also separately preserve applicable Tariff security and collateral requirements for Transmission Service. The coordination provisions therefore address overlapping construction security while retaining the payment obligations secured by the cost recovery agreement.

B. MISO Large Load Dashboard—Attachment FF, Section I.D.1.c.iv

To ensure that MISO addresses the transparency requirements identified in the Show Cause Order, MISO is proposing Tariff language describing its commitment to sharing information related to large load integration through a public dashboard. The Commission explained that it was "concerned about the apparent lack of (1) transparency regarding the assignment of Network Upgrades, and their associated costs, that are needed to provide transmission service to Eligible Customers on behalf of large loads . . ."[163] The proposed Tariff changes address the Commission's goals for transparency and information sharing.

MISO's proposed Large Load dashboard will identify the Large Load Upgrades that are needed and the costs associated with those upgrades. Transmission Owners must provide MISO with information that may be publicly posted on its website including: 1) the aggregate amount of proposed Large Load additions by Large Load Transmission Customers, including in each Transmission Pricing Zone; 2) the planned Large Load Upgrades needed to provide the Large Load Transmission Customer Transmission Service, identified by type of equipment and Large Load Upgrade for each Large Load; and 3) cost estimates for those Large Load Upgrades.[164] MISO's proposed Tariff language closely follows the requirements of the Show Cause Order to ensure alignment with the Commission's transparency requirements.[165]

In accordance with the requirements of the Show Cause Order, MISO will provide data received from its Transmission Owners related to Large Load Upgrades on its public website and

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[162] Proposed MISO Tariff, Attachment LLL, § 4.2.1; Proposed MISO Tariff, Attachment MMM, § VI.b.

[163] Show Cause Order at P 66.

[164] *Id.* at P 77.

[165] *Compare* Show Cause Order at P 77 *with* proposed Attachment FF, Section I.D.1.c.iv.

in a format that is searchable and allows users to filter the data.[166] These proposed Tariff additions directly respond to the Commission's request for "(1) robust, accurate, and systematic provision of data on MISO's website in a single location, and in an easily accessible format that is searchable and allows users to filter the data, regarding the cost for Network Upgrades needed to provide transmission service to Eligible Customers on behalf of large loads."[167] As MISO presented to stakeholders in the LLWG, it is in the process of developing a Large Load Dashboard, which will depict a map of MISO's footprint and the location of the Large Loads along with their associated Large Load Upgrades.[168] The information displayed in the dashboard will be easily accessible on MISO's website and searchable by users looking to learn more information about large load development in MISO's footprint. The proposed Tariff requirements obligate Transmission Owners to provide MISO with updated information regularly, with the specific timeframes to be set forth in MISO's BPM for Large Load.[169]

The dashboard, along with the cost recovery agreements and associated materials, will provide a fuller picture of the costs associated with integrating Large Load in MISO's footprint for the public, and will provide a useful input to state and other retail regulatory authorities in developing their own Large Load policies, rules, and regulations.

C. Just and Reasonable Treatment.

MISO and the MISO Transmission Owners submit that the proposed agreements address the concerns identified in the Show Cause Order and support just and reasonable rates by connecting each Large Load Upgrade to an enforceable minimum contribution from the Large Load Transmission Customer. Put plainly, under the proposed framework, the Large Load Transmission Customer is always responsible for the costs of the Large Load Network Upgrade(s), thus, mitigating cost shifts to other Transmission Customers, consistent with the Show Cause Order.[170]

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166 Furnish Testimony at 25-26.

167 Show Cause Order at P 67.

168 MISO, *Cost Shifting Risk Among Transmission Customers* (LLWG-2026-8), Sept. 23, 2026, available at: 20260923 LLWG Item 05 Cost Shifting Risk Among Transmission Customers (LLWG-2026-8)783359.pdf.

169 This approach is consistent with the Rule of Reason given that the obligation is to update regularly and the specific reporting cadence is an implementation detail best address through BPMs and adjusted based on experience and the requirements of stakeholder. . *See, e.g., Midcontinent Indep. Sys. Operator, Inc., 169 FERC ¶ 61,221, at P 67 2019 (2019) (citing Energy Storage Ass'n v. PJM Interconnection, L.L.C.*, 162 FERC ¶ 61,296, at P 103 (2018)) (describing the rule of reason).

170 Proposed MISO Tariff, Attachment LLL, §§ 3–5, 7.3; Proposed MISO Tariff, Attachment MMM, §§ III–VII; *Midcontinent Indep. Sys. Operator, Inc.*, 195 FERC ¶ 61,212, PP 78–85 (2026), errata notice, 196 FERC ¶ 61,123 (2026) (identifying the cost recovery, security, and revenue-credit concerns).

V. TRANSMISSION SERVICE OFFERINGS

A. Overview and service selection.

MISO proposes transmission service options that distinguish a customer seeking temporary non-firm transmission service while progressing toward full NITS from a customer electing an ongoing permanent firm and non-firm service mix. Firm Service Step Up ("FSSU") permits NITS service to increase as the required capability becomes available. Interim NITS permits transmission service within approved non-firm limits while the remaining upgrades needed for full NITS are completed.

The transmission service election determines the customer's rights and obligations. Firmness addresses the availability and priority of Transmission Service; Resource Adequacy addresses the capacity needed to support demand. The proposal treats those questions separately. Interim NITS remains in the capacity construct because it is a transition to full NITS service. Neither election authorizes withdrawals beyond the quantities and operating conditions established for that service.

B. Firm Service Step Up.

The FSSU process is designed to allow a Transmission Customer to obtain NITS in increments before all upgrades supporting its ultimate NITS requirement have been completed. As the relevant capability becomes available, a portion of the customer's Interim NITS, described further below, may convert to NITS while the remaining portion continues under the applicable interim restrictions. The customer therefore can use available firm capability without assuming a firm entitlement to the full quantity before the system can support that service.

The FSSU process is optional and allows NITS to be combined with Interim NITS. At each step, the applicable firm NITS quantity remains tied to the capability supporting that step; any remaining interim quantity continues to be subject to its non-firm, Interim NITS, limits. This distinction preserves the integrity of the service actually available while accommodating a customer's phased development toward full NITS.[171]

FSSU provides speed to power because it enables faster integration of incremental amounts of Large Load using firm service or Interim NITS. Ms. Xie explains that an FSSU request may include a firm service component and Interim NITS component, allowing a portion of the customer's non-firm service to convert to firm service before all required Upgrades are complete, with the remaining non-firm service continuing under the applicable Interim NITS operating limits.[172] The FSSU proposal thus provides an expeditious option to obtain firm service, at least in part.

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[171] Xie at 21.

[172] *Id*. at 20.

C. Interim NITS.

The interim service developed through the Flexible Large-Load Interconnections and Transmission Service ("FLITS") stakeholder work is referred to here as Interim NITS. It allows a Transmission Customer taking NITS on behalf of a Large Load to begin receiving an approved quantity of non-firm service while the Network Upgrades required for full NITS are completed. The service is part of the NITS framework and uses the Attachment F NITS Service Agreement with a new exhibit for the Large Load, together with a corresponding Attachment G exhibit setting out the additional operating criteria.[173]

The customer remains on a path to full NITS rather than selecting a permanent substitute for NITS. When the required upgrades are completed and the conditions for full NITS are satisfied, full NITS begins. Where FSSU is used, the interim agreement continues to govern the portion that has not yet converted to firm service.

Charges for Interim NITS are determined under Schedule 9, and Interim NITS load is treated as Network Load in almost all cases under the proposed design. An increase in the interim load quantity is reflected in the applicable Attachment F exhibit, but updating the exhibit does not establish additional system capability or authorize operation beyond the approved limit. Cumulative load growth of at least 25 MW requires the applicable LLPR study.[174]

Interim NITS is subject to non-emergency operating restrictions and curtailment when required by transmission conditions. During a Transmission Emergency, Interim NITS is curtailed after non-firm Point-to-Point service but before NITS and Firm Point-to-Point Transmission Service, and Firm GRITS. Interim NITS is not curtailed solely to mitigate economic congestion. Its non-firm limits are tied to the transmission capability available before completion of the Upgrades supporting full NITS.[175]

For Resource Adequacy, Interim NITS remains in the Coincident Peak Demand forecast and subject to the existing capacity requirements. It consequently has the same priority as other Load with Firm Transmission Service during a Capacity Emergency, subject to its separate transmission limitations. This treatment preserves capacity demand and investment signals for load progressing toward NITS and prevents interim non-firm transmission status from operating as a capacity exemption.[176]

The non-firm portion does not receive Auction Revenue Rights ("ARR") Entitlements and is excluded from the applicable Peak Usage calculation. Firm load under the associated NITS

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[173] Xie at 7. *See also* MISO, LLWG, *Flexible Large-Load Interconnections and Transmission Service—Interim NITS Option*, LLWG-2026-5 (Sept. 23, 2026), stakeholder feedback request (identifying the FLITS work as addressing the Interim NITS option).

[174] Xie at 10.

[175] *Id.* at 19.

[176] *Id*. at 24.

arrangement remains eligible under the existing rules. Interim NITS may register as a Load Modifying Resource ("LMR"), subject to the applicable requirements, while its non-firm portions are restricted from Demand Response Resource ("DRR") and Emergency Demand Response ("EDR") participation. These distinctions preserve the relationship between the service quantity and the market and congestion benefits associated with firm service.[177]

Interim NITS directly responds to the Commission's preliminary finding that MISO's Tariff lacks transmission services reflecting Eligible Customers taking service on behalf of flexible Large Loads willing and able to limit their use of the transmission system under certain conditions;[178] it aligns the Interim NITS customer's charges, curtailment priority, Resource Adequacy obligations, and market participation rights with its actual, interim non-firm use of the transmission system. In addition, Interim NITS protects existing transmission customers from undue cost shifting by requiring Interim NITS Load to be billed under Schedule 9 and to remain subject to existing Resource Adequacy requirements, and it is time-limited and structurally integrated into the existing NITS framework so that it functions as a genuine bridge to full firm service rather than a permanent alternative. Interim NITS is not unduly discriminatory or preferential because it is available on comparable terms.

D. Reliability and rate treatment.

The service options rely on enforceable withdrawal limits. Metering, telemetry, model representation, communications, and operating controls provide the information and capability needed to administer those limits. The Transmission Owner determines additional control technologies or protection systems needed for the particular arrangement and for which the Large Load Transmission Customer will be responsible, while MISO establishes the applicable service requirements and communicates directives through the relevant parties. A commercial agreement identifying a limit does not eliminate the need to make that limit observable and enforceable in operations.[179]

The proposed operating framework provides for remote-disconnection procedures, applicable unreserved-use consequences, and potential service termination when the customer does not comply with a required restriction. Interim NITS participation as an LMR also remains subject to the applicable LMR requirements and penalties. These provisions support the different curtailment priorities and protect the reliability expectations associated with firm service. The customer's ability to obtain non-firm service depends on accepting the limitations that define that service.

The resulting differences are grounded in the rights provided. Interim NITS remains associated with full NITS and its capacity obligation while accepting transmission limits during the transition. Limiting ARR benefits to firm quantities likewise preserves the existing connection

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177 *Id.* at 25.

178 *See* Show Cause Order at PP 102, 104.

179 Xie Testimony at 11.

between firm Transmission Service and the congestion entitlement associated with it. MISO submits that these distinctions support just and reasonable treatment of the different service arrangements.

VI. LEGAL SHOWING AND RESPONSE TO THE SHOW CAUSE ORDER

Section 205 requires jurisdictional rates, charges, and the practices affecting them to be just and reasonable and prohibits undue preferences and unreasonable differences in service. (16 U.S.C. § 824d(a)–(b)). MISO submits the proposed revisions under that standard. The proposals respond to the Commission's preliminary findings through the section 205 pathway expressly contemplated in the Show Cause Order and the Abeyance Order. That procedural framework permits MISO to bring forward developed proposals while the Commission retains authority to address issues that the resulting filings do not resolve.[180]

The application and study concerns are addressed by the combination of LLPR and the separately submitted IRR proposal. LLPR identifies what the customer must submit and how the requested service is studied. IRR supplies the proposed Large Load definition and requirements concerning visibility and operating performance. Their interaction connects the information used in planning with the load behavior required after service begins. The agreement and operating provisions then memorialize the obligations applicable to the resulting service.[181]

The transmission service concerns are addressed by the additional service choices described in Section V. Interim NITS supplies a temporary non-firm path while the upgrades needed for full NITS are completed. FSSU allows incremental conversion where firm capability is available. The applicable operating limits, capacity treatment, and charges reflect the particular rights accepted by the customer. This approach implements the Commission's recognition that service can account for a load's willingness and ability to limit its use of the system.[182]

The initial availability of the new service options is directed to Large Loads within the scope of this filing. MISO's proposal focuses the service, study, modeling, and operational changes on the category of load identified in the Show Cause Order. Customers electing the same service are subject to its corresponding requirements. The focused implementation also permits MISO to evaluate the consequences of broader eligibility before proposing that extension.[183]

The generator interconnection and associated load issues are addressed through the complementary ZGIA and LARS pathways, read with the load's applicable Transmission Service.

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[180] Show Cause Order PP 33–38 (describing the response framework and the opportunity to develop section 205 filings); Abeyance Order PP 8–11 (allowing the staged filings and preserving unresolved issues).

[181] Show Cause Order PP 39, 48–65 (addressing application, study, operational, and agreement provisions); IRR Transmittal at 1–4 (describing the proposed definition and operational requirements); Furnish Testimony at 16-17, 22-23.

[182] Show Cause Order PP 100–105 (addressing interim NITS, contract-demand service, and flexible load).

[183] Xie Testimony at 21.

ZGIA addresses qualifying same-substation zero injection arrangements, while LARS coordinates the study of qualifying load and associated generation. Neither form of Interconnection Service eliminates the separate need to identify the transmission and operating obligations of the load. The proposed transmission service arrangements supply that additional part of the framework.[184]

The proposed framework also respects the allocation of responsibilities between federal and state regulators. The filing addresses jurisdictional Transmission Service, generator interconnection, and the associated planning and operating requirements. It does not displace state authority over retail service or resource procurement and does not authorize retail arrangements prohibited by applicable law. This distinction permits the transmission and interconnection provisions to operate within the existing regional regulatory framework.[185]

MISO also submitted the July 20, 2026 Informational Report addressing resource adequacy and initiatives to accelerate generation additions. That report described the roles of the states, load serving entities, and MISO and identified both existing reforms and proposals under development. The current filing complements those efforts by connecting the service election to the applicable planning assumptions and capacity treatment; it does not equate transmission firmness with a determination that capacity has been procured for the load.[186]

MISO requests that the Commission consider this submission together with the related filings in evaluating the response to the Show Cause Order. The Abeyance Order provides that timely section 205 filings addressing the preliminary findings suspend the filing respondents' obligation to respond and continue the abeyance pending further direction. It also preserves further consideration of issues not addressed by the filings.[187]

A. Existing commercial arrangements and transition.

Paragraph 123 of the Show Cause Order asks how implementation should account for existing agreements and agreements nearing execution. The IRR filing addressed transition for the reliability requirements proposed there.[188] The present application and service provisions account for existing agreements and agreements nearing execution in several ways. First, the LLPR process and requirements apply prospectively, with the first application deadline and LLPR cycle targeted for implementation date of Q1 of 2027. Requests for transmission service to

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[184] ZGIA Transmittal at 1–2, 6–7 (describing the proposal's scope and the matters reserved for further work); LARS Transmittal at 3–6, 14–15 (describing coordinated load and generation studies and anticipated service provisions).

[185] Show Cause Order PP 42–47, 68–70 (discussing the respective federal and state responsibilities); ZGIA Transmittal at 22–23 (explaining that the associated-load provisions respect state restrictions on retail wheeling).

[186] Informational Report at 1–4, 6–11 (responding to the informational requirement and describing resource adequacy initiatives); Show Cause Order P 122 (requiring the report).

[187] Abeyance Order PP 9–11 (describing continued abeyance and the specificity expected for a request to terminate the proceeding in whole or in part).

[188] Show Cause Order P 123 (requesting briefing on implementation and protection of existing commercial arrangements); *See* MISO IRR filing, Docket No. ER26-3650, IRR *Trans. Ltr.* at 1 (identifying transition provisions for the IRR proposal).

accommodate Large Loads / study the Network Upgrades that have already commenced an EPR study will remain subject to that process and the proposed Tariff revisions neither require not allow projects that have already been processed through EPR or are in such process to transfer to the LLPR process. This respects existing commercial arrangements. To the extent that a project has not already been studied for its impacts to the Transmission System, the costs of its impacts are not established and requiring such project to proceed through LLPR cannot disrupt established expectations. Moreover, the LLPR study process is sufficiently similar to the EPR process in terms of timing and scope that requiring nascent projects (*i.e.*, those that have not been submitted for study and costs established) will not introduce significant new delays or unfamiliar study practices. Finally, with respect to the cost recovery agreements required for projects that complete LLPR, MISO notes that such agreements, while imposing responsibilities on the Large Load Transmission Customer, do not purport to invalidate or override any agreements that may exist between the entity that owns the Large Load and the Large Load Transmission Customer, or prevent more granular assignment of costs by a retail regulator.[189] Thus, the process appropriately prevents disruption to existing commercial arrangements and those nearing completion, while still ensuring that Commission goals are met prospectively.

B. Effects on regional and local planning.

Paragraph 124 asks how the new services affect planning, including uncertainty concerning the type, location, and quantity of flexible load. LLPR evaluates the service requested through cumulative models coordinated with MTEP. Interim NITS remains associated with completion of the facilities needed for full NITS. These distinctions allow planning to reflect the service obligation rather than treat every maximum load quantity as an identical firm delivery requirement.[190]

The separate firm and non-firm representation also makes the operational consequence of the planning assumption identifiable. A customer receiving non-firm service remains bound by its applicable reservation and withdrawal limits; a conversion to firm service depends on the capability and approval supporting that conversion. The study and operating arrangements therefore give effect to the same service election. The separate withdrawal review for committed load further allows MISO to assess changes in the planning assumptions when a project does not proceed.[191]

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[189] While MISO's Tariff would make the Large Load Transmission Customer responsible for costs at the level of the MISO Tariff, it does not purport to prevent a Large Load Transmission Customer from recovering funds through commercial agreements with the Large Load.

[190] Show Cause Order P 124 (identifying the planning questions); Furnish Testimony at 4-5, 12-14 (describing cumulative models and MTEP coordination).

[191] Furnish Testimony at 15-16.

C. Cost recovery and financial security.

In response to Show Cause Order's concern regarding cost shifting among transmission customers related to large loads, MISO and the MISO Transmission Owners propose the Tariff revisions and *pro forma* LL-CRA and ITO-CRA described in Section IV.A of this transmittal. As explained above, consistent with the concerns identified by the Commission in the Show Cause Order the proposed cost recovery agreements require "a specified minimum financial contribution and financial security sufficient to secure such contribution," thus mitigating cost shifting if the Large Load Transmission Customer ultimately takes less Transmission Service than anticipated because the Large Load does not materialize as planned or is not developed at all.[192] Moreover, as explained above and in Mr. Gudeman's testimony, the Tariff and *pro forma* agreements ensure that payments made by a Large Load Transmission Customer to the Transmission Provider under the agreements will be appropriately credited toward Transmission Owners' annual transmission revenue requirements in the event such costs are rolled into the Transmission Owner's rates consistent with the Commission's cost-of-service regulations.[193] Lastly, the agreements provide that Transmission Owner will provide a workpaper in the annual informational filing detailing how any payments made pursuant to a cost recovery agreement are reflected in the Transmission Owner's transmission formula rate, or not recovered from Transmission Customers, as applicable.[194]

In response to paragraph 125, MISO proposes the LL-CRA and ITO-CRA described in Section IV.A as the contractual structures governing minimum cost contributions for the covered upgrades. For rolled-in in-zone costs, the minimum is the Yearly Required Revenue Commitment supported by the twenty-year incremental revenue calculation, with attributable transmission revenues applied through the annual shortfall comparison. For rolled-in impacted-owner costs, the minimum is the specified upgrade revenue-requirement payment over the applicable term. Each agreement also permits direct assignment. The amount follows the upgrades identified for the requested service and the documented customer responsibility, rather than a uniform dollar charge applied to every Large Load.

The financial security provisions initially use upgrade capital cost, permit specified adjustments and reductions, and provide draw and replenishment remedies. The construction-security coordination provisions avoid concurrently requiring full security under both a CRA and the corresponding construction agreement when compatible security can serve both.

The pro formas do not establish a general substitution right for a retail-level agreement with the end-use Large Load. Their express coordination provisions address the separate construction agreement's security.

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192 Show Cause Order at P 84.

193 *See id.* P 85.

194 *Id.*

D. Alternative transmission technologies.

Paragraphs 62 and 126 address evaluation of alternative transmission technologies and the explanation furnished when traditional upgrades are selected. The LLPR application includes the Transmission Owner's evaluation of alternative technologies and grid-enhancing technologies, and MISO reviews that information together with any further needs identified in the cumulative study. When transmission issues arise, MISO and the Transmission Owners evaluate possible solutions in the mitigation process. The resulting study report identifies the selected transmission solutions and the basis for the requested service.[195]

The proposed consideration of alternatives is directed to whether a solution will satisfy the applicable planning criteria and provide a more efficient means of accommodating the request. MISO has specifically incorporated consideration of alternative transmission technologies ("ATTs") and Grid Enhancing Technologies ("GETs") as part of the LLPR. Proposed Attachment FF Section I.D.1.c.iii.b.2 requires Large Load Transmission Customers to include with their LLLPR Application the applicable Transmission Owner's Interconnection Study Report, specifically identifying what ATTs and GETs were considered and what the outcome of that determination. Proposed Attachment FF, Section I.D.1.c.iii.e, which establishes the LLPR System Impact Study, specifically provides that MISO may consider alternative solutions, including those submitted by stakeholders. These solutions will include any ATTs or GETs identified by stakeholders. Attachment FF, Section I.D.1.c.iii.e further provides that, in the event MISO identifies any Tranmission Issues during the study, MISO will collaborate with the Transmission Owners on the development of solutions, specifically including ATTs and GETS.

Together, these proposed Tariff revisions embed a requirement to consider ATTs and GETS in the LLPR Study process and provide opportunities for stakeholders to suggest additional GETS or ATTs not initially identified in the study. Because this consideration is a part of the LLPR study, the basis for the proposed solution and alternatives considered will be included in the final LLPR Study report.[196] Because LLPR will be the required core process for evaluation of all requests for Transmission Service to serve Large Loads, these requirements will apply uniformly to new Large Loads.

MISO's requested acceptance of those provisions is based on the evaluation and reporting requirements, rather than a customer's ability to request consideration of an alternative outside the defined study process.[197]

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[195] Show Cause Order PP 62, 126; Furnish Testimony at 13-14, 31.

[196] Furnish Testimony at 31 (explaining further that MISO will develop a standardized LLPR Study Report with sections that specifically address ATT/GETs considerations).

[197] Show Cause Order P 126 (addressing evaluation without a customer request, appropriate modeling, and the explanation of feasibility, cost, and timing when traditional upgrades are selected).

E. Generation participation and Resource Adequacy

Paragraph 127 addresses market participation and Resource Adequacy treatment of generation serving co-located or electrically proximate load. The ZGIA filing proposed participation as a Generation Resource, Dispatchable Intermittent Resource, Electric Storage Resource, or Behind the Meter Generation resource, subject to the limitation associated with serving the ZG Associated Load. It also proposed registration and operating-limit provisions that provide visibility into gross load and generation and constrain the resource's participation to the applicable configuration.[198]

For capacity, the ZGIA proposal bases accreditation on participation type and limits it by reference to the identified associated load, with the specified adjustment for avoided losses. It provides for use of ZG Resource credits through a Fixed Resource Adequacy Plan or Reliability Based Demand Curve Opt Out and restricts the use of uncleared and self-scheduled credits. Those provisions reflect the limited reach of ZG Interconnection Service and avoid treating the resource as though it could serve unrelated regional load.[199]

LARS follows a different interconnection pathway. The filing requests Network Resource Interconnection Service, limits the requested interconnection service to 150 percent of the paired load's peak demand, and requires the load and generation to be located in the same Local Resource Zone. MISO explained that these criteria connect the generation to the associated need while allowing different fuel types and accreditation outcomes. The study evaluates the pair's full system impacts using the criteria applicable to other NRIS requests.[200]

VII. DESCRIPTION OF PROPOSED TARIFF REVISIONS

The proposed revisions implement the application and service framework across the relevant definitions, planning procedures, Transmission Service provisions, and agreements. LLPR establishes the application requirements, study sequence, model review, study report, and interfaces with MTEP and related study processes. The corresponding defined terms and agreement provisions identify the request being studied, the responsible Transmission Customer, and the requirements applicable when the resulting service is provided.[201]

The Transmission Service revisions establish the rights and conditions associated with Interim NITS and FSSU. Interim NITS uses the existing Attachment F framework with the additional service exhibit and corresponding Attachment G operating criteria. The related

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[198] Show Cause Order P 127(a)–(b) (identifying the generator participation and accreditation questions); ZGIA Transmittal at 17–19, 22–23 (describing market registration, operating limits, and the proposed ZG Resource definition).

[199] ZGIA Transmittal at 18–20 (describing the proposed Module E-1 accreditation, forecast identification, FRAP, Opt Out, and credit-use provisions).

[200] LARS Transmittal at 10–11, 13 (describing the service, pairing, and study criteria and their relationship to Resource Adequacy).

[201] Furnish Testimony at 4, 11 (describing codification of the LLPR process).

modeling, Resource Adequacy, and ARR provisions distinguish the firm and non-firm components so that the same service election is reflected consistently in planning, operations, and settlements.

The marked and clean Tariff records submitted as Tab A and B respectively, set out the revisions. The following table of Tariff revisions is provided for reference and informational purposes only. The language filed in the proposed Tariff revisions shall control in the event of any discrepancies between the information provided in this table and the proposed Tariff revisions.

Tariff Section	**Tariff Section Title**	**Brief Description of Changes**
Module A		
	1.B – Definitions - B	Update Baseload Usage to include Firm Transmission Service. Update Behind the Meter Generation to add Interim NITS as a service.
	1.D – Definitions - D	Update Demand Response Resource, Types I and II, to include Firm Transmission Service as an eligibility.
	1.F – Definitions - F	Update Firm Service Step Up to establish a process for evaluating the reliability impact of planned incremental Load additions before full integration of a Large Load whose planning study has been approved through MTEP. Update Firm Transmission Service to cover Load served under Firm Point-to-Point Transmission Service or NITS and exclude Load service on a non-firm basis under Interim NITs.
	1.I – Definitions - I	Updates to Impacted Transmission Owner Large Load Network Upgrade(s) to cover upgrades outside the Transmission Pricing Zone containing the Large Load's Point(s) of Withdrawal that MISO identifies through Large Load Project Review as necessary for reliable service. Update to Interim NITS to provide for NITS reserved and

		scheduled on an as-available basis and subject to curtailment or interruption under Section 33.5. Updates to Interruptible Load, which now deems the portion of a Large Load served under Interim NITS to be Interruptible Load.
	1.L – Definitions - L	Update to Large Load Network Upgrade to cover upgrades within the Transmission Pricing Zone containing the Large Load's Point(s) of Withdrawal that MISO identifies through Large Load Project Review as necessary for reliable service. Update to Large Load Transmission Customer to include a Transmission Customer taking or requesting Transmission Service on behalf of a Large Load. Update to Load Zone to clarify that a Large Load receiving Interim NITS must represent its firm and non-firm portions as separate Load Zones and that neither zone may be combined with other Loads.
	1.N – Definitions - N	Update to Network Integration Transmission Service to now include Interim NITS under Exhibit 4 of Attachment F unless the Tariff expressly provides otherwise. Update to Network Load to now include all portions of a Large Load taking Interim NITS under Exhibit 4 of Attachment F unless the Tariff expressly provides otherwise. Update to Non-Firm Transmission Service to cover Load served under Non-Firm Point-To-Point Transmission Service or Interim NITS under Exhibit 4 of Attachment F.

	1.P – Definitions - P	Update to Peak Usage to exclude the Interim NITS portion of a Large Load from the forecast NITS peak used to calculate Peak Usage for ARR allocation. Load associated with a Firm Service Step Up request enters the calculation only after all associated upgrades are complete.
	1.T – Definitions - T	Update to Total Forecast Peak Load to excludes Load served through Interim NITS from the forecast NITS peak. It also excludes Load associated with a Large Load's Firm Service Step Up request until all associated upgrades are complete.
	2.2 – Reservation Priority For Existing Firm Transmission Service	Section 2.2 replaces references to "firm service" customers with references to customers taking the newly defined "Firm Transmission Service." This ties rollover priority and the right of first refusal to qualifying firm service and excludes the non-firm portion of Interim NITS.
Module B		
	I. Introduction	Provides that a Large Load Transmission Customer must submit an application for LLPR review for Transmission Service to serve a Large Load as described in Attachment FF.
	III. Network Integration Transmission Service	Provides that the rates, terms, and conditions governing Network Integration Transmission Service will generally apply to Interim NITS.
	28.1 – Scope of Service	Provides that the Large Load Transmission Customer taking Interim NITS must coordinate with the applicable Transmission Owner to establish a Commercial Pricing Node associated with the

		NITS service and a Commercial Pricing Node associated with Interim NITS service.
	28.3 – Network Integration Transmission Service	Proposes revisions to clarify that the Transmission Provider and, as applicable, ITC will provide Network Integration Transmission Service, rather than Firm Transmission Service.
	29.1 – Condition Precedent for Receiving Service	Proposes a new framework for a Large Load Transmission Customer to take Interim NITs and requiring that customer to identify the Load that will qualify for Firm Transmission Service and the amount of Load qualifying for Non-Firm Transmission Service.
	29.3 – Arrangements to be Completed Prior to Service	Proposes revisions to clarify when Firm Network Integration Transmission Service and Interim NITS will commence.
	30.8 – Use of Interface Capacity by the Network Customer	Adds a provision such that the use of Interface capacity to service the portion of a Network Customer's Network Load served under Interim NITS shall be on an as-available basis and subject to all limitations, Curtailment, and Interruption provisions, and that inclusion of such Load in the Load-based usage limit does not confer a right to firm use of Interface capacity to serve that portion of Load.
	31.1 – Network Load	Provides that Network Load will include all portions of a Large Load served on a non-firm basis, unless provided otherwise.
	31.5 – Changes in Service Requests	Provides that a Large Load Transmission Customer is limited to one request to defer the start of the Network Integration Transmission Service up to a

		period of 90 days. Further provides that, if the Large Load does not commence operations or fails to operate at the approved level within 90 days of the requested Service Commencement Date, the Transmission Provider may revoke the approval for the amount of Network Integration Transmission Service that failed to begin operation. Further provides that the Large Load Transmission Customer is not relieved of its obligation to pay the costs of the transmission facilities caused to be constructed.
	31.7 – Deferral of Service to Large Loads	New section proposing the deferral of service to Large Loads until the construction of new transmission facilities is completed. Provides that the Large Load Transmission Customer may request Interim NITS for the portion of any deferred service, which the Transmission Provider may defer if it determines that providing service would impair existing Firm Transmission Service.
	31.8 – Excess Withdrawal	New section proposing that the Large Load Transmission Customer may not schedule the delivery of Energy to a Large Load in excess of the Firm Transmission Service that has been approved for the Load additions in the intervening step-up period, and that any withdrawal in excess of the approved limit will be subject to charges and penalties. Further provides that a Large Load Transmission Customer taking

		Interim NITS may not schedule delivery of Energy to a Large Load in excess of the aggregate level of Firm Transmission Service and Non-Firm Transmission Service.
	33.5 – Allocation of Curtailments	Proposes that Interim NITS will have a lower priority than (i) Firm Transmission Service and (ii) Transmission Service from Resources other than designated Network Resources for Network Customers not served under Interim NITS. Among transactions under Interim NITS, Curtailments or Interruptions will begin with the Large Load with the most recent Service Commencement Date.
	33.7 – System Reliability	Proposes that the Transmission Provider will be able to curtail Interim NITS service for reliability reasons and implements penalties if the Large Load Transmission Customers fails to cease or reduce service in response to such a directive. If the Large Load Customer fails to cease or reduce service on two separate occasions within a 365-day period, Interim NITS shall be permanently terminated.
Module C		
	38.5 – Load Aggregation	Provides for limits on Load aggregation and clarifies each Large Load must be represented by a single Commercial Pricing Node and may not be aggregated or included in a Load Zone with other Commercial Pricing Nodes. Further provides that a Large Load taking both Firm and Non-Firm Transmission Service will have separate Commercial Pricing Nodes for each service,

		with Actual Energy Withdrawal first associated with the Commercial Pricing Node for Firm Transmission Service. Further provides that the Transmission Provider will maintain a list of defined Elemental Pricing Nodes that comprise a Large Load.
	38.6 – Aggregators of Retail Customers	Provides that ARC registration will require an attestation by the ARC that no part of the DRR, LMR, or EDU is served through Interim NITS. Further provides that for each Large Load registered by an ARC, the Large Load Transmission Customer must certify that the DRR, LMR, or EDR is being registered at a maximum Demand that is less than or equal to the total amount of Firm Transmission Service provided to the Large Load. Provides that a Large Load being registered by an ARC may not be included in an aggregation of other Loads.
	38.7.2 – Demand Response Resource Procedures	Provides that only the portion of a Large Load served by Firm Transmission Service may register as a Demand Response Resource, and that the Market Participant must demonstrate that the portion of any Large Load being registered as a Demand Response Resource has Firm Transmission Service.
	42.6 – Partial-Year FTR Allocation Process for New ARR Zone(s)	Proposes revisions to exclude the portion of a Large Load taking Interim NITS from Partial-Year FTR Allocation processes.
	43.2.4 – Nomination and Allocation of ARRs and MTPS ARRs	Proposes revisions throughout the section to exclude the portion of a Large Load taking Interim NITS from the nomination and

		allocation stages for Network Integration Transmission Service.
Attachments		
Attachment F	Form of Service Agreement For Network Service	New Exhibit 2 adds transaction specification sheet for Large Load NITS that records the requested service, start date, and required upgrades. It also confirms that any local Transmission Owner operating requirements apply in addition to the applicable Tariff requirements, including Section 37A. New Exhibit 3 adds a transaction specification sheet for Firm Service Step Up that records the firm service level, start date, and required upgrades for each increment. Exhibit 4 adds a separate sheet for Interim NITS that records firm and non-firm service levels and the start and end dates for each transaction.
Attachment G	Form of Network Operating Agreement for Network Service	Sections 3.0–5.0 set separate commencement rules for firm NITS and Interim NITS. Firm NITS commencement is tied to completion of the facilities and upgrades required for the applicable service, while Interim NITS requires MISO approval under new Exhibit F. The agreement also provides for service to end on a mutually agreed date or the transaction termination date. New Exhibit F allows non-firm Large Load identified in the Firm Service Step Up study to operate under Interim NITS before required upgrades are complete,

		subject to Section 37A. MISO may curtail that service for reliability or operational reasons under Module B.
Attachment FF	Transmission Expansion Planning Protocol	Section I.D.1.c establishes the LLPR process for new loads of 50 MW or more and existing loads increasing by at least 25 MW in the aggregate. It provides for three study cycles per year and sets out application requirements, deficiency and cure procedures, model development, system impact studies, and stakeholder review. Section I.D.1.c also establishes how MISO tenders the final study report and applicable cost recovery agreements under Attachments LLL and MMM. It specifies when upgrades are deemed approved for MTEP purposes, requires customer security for in-zone and out-of-zone upgrades, and requires MISO to post proposed load additions, planned upgrades, and estimated costs in a searchable, filterable format. Section I.D.3 establishes the Firm Service Step Up study process for incremental service before full Large Load integration. It limits commencement to one incremental block per year and sets separate eligibility timing for firm NITS and Interim NITS. Both forms of incremental service end when service for the full Load begins.

		Attachments FF-9, FF-10, and FF-11 add the Large Load Transmission Customer attestation, the LLPR System Impact Study Agreement, and the Critical Energy Infrastructure Information nondisclosure agreement, respectively.
	I.D.1.c – Large Load Transmission Service	Proposes a new framework for Transmission Service to Large Loads including the Large Load Project Review (LLPR) process.
	I.D.1.c.i – Definitions	Adds definitions for Large Load Network Upgrade(s), Impacted Transmission Owner Large Load Network Upgrade(s), the Large Load Cost Recovery Agreement (LL-CRA, Attachment LLL), and the Large Load Impacted Transmission Owner Cost Recovery Agreement (LLITO-CRA, Attachment MMM).
	I.D.1.c.ii – Large Load Project Review Process Scope and Application	Establishes a Large Load Application where different service options may be selected (LLPR, FSSU, Interim NITS, or LARS).
	I.D.1.c.iii – Large Load Project Review	Provides for MISO to independently review the reliability impacts of Large Loads that require upgrades, in collaboration with the Transmission Owner(s) and Large Load Transmission Customer, with any system modifications presented through MTEP.
	Triannual Studies	Requires LLPR studies three times in a 365-day period with application deadlines posted at least 90 calendar days in advance. Late applications will be reviewed in the next cycle.
	Requirements for LLPR Processing	Identifies the application requirements including: data,

		study files, reports, an attestation, non-refundable application fee, relevant study deposits, and confidentiality agreements.
	Review and Cure of Application Deficiencies	Sets out the period of time that MISO has to review and identify deficiencies in the Large Load Application and defines the period of time the Large Load Transmission Customer has to cure any deficiencies.
	Model Build Period	Requires LLPR models to be built from the latest MTEP cases, with specific comment windows and a target of completing within 30 calendar days after the cure period.
	The LLPR System Impact Study	Defines the scope of the study, the posting of applications, and deadlines for Transmission Owners to propose solutions (including ATTs/GETs); applications are withdrawn if issues remain unresolved. Also provides for the draft and final LLPR Study Reports and tender of the LL-CRA/LLITO-CRA.
	Resubmission of Large Load Applications and Removed Projects	Allows a Large Load Transmission Customer whose application was removed to resubmit in a future LLPR study cycle after identifying what has changed.
	Stakeholder Forums	Requires MISO to host stakeholder forums at least three times per year, followed by comment periods. Projects are deemed approved once the LL-CRA and/or LLITO-CRA is executed or if unexecuted or non-conforming, filed with the Commission, and the Transmission Owner must make a good faith effort to implement them.

	Pro Forma LL-CRA and LLITO-CRA	Requires a Large Load Transmission Customer to enter into a LL-CRA and/or LLITO-CRA listing the required Large Load Network Upgrades, to limit cost shifting, and reduce speculative requests. The customer remains responsible for all applicable Transmission Service charges.
	Large Load Cost Recovery Agreement	Imposes Minimum Contribution for the Large Load Network Upgrades. Also requires security equal to the estimated upgrade costs.
	Large Load Impacted Transmission Owner Cost Recovery Agreement	Requires a separate LLITO-CRA with each affected Transmission Owner, under which the Large Load Transmission Customer is responsible for a Minimum Contribution for ITO-Large Load Network Upgrades and security to cover those upgrades.
	Tender and Execution of the Cost Agreement	Gives the parties 15 business days to execute the tendered LL-CRA/LLITO-CRA or request an unexecuted or non-conforming filing with the Commission; if they do neither, then the Large Load Application is deemed withdrawn and the project is removed from the LLPR process.
	I.D.1.c.iv – Operations Agreement and Confidentiality of LLPR Information	Requires an updated load forecast and a NITS application under Module B, Section 29.2 before service begins. Also requires the parties to keep non-public LLPR information confidential under MISO's universal NDAs.
Attachment FF-9	Large Load Project Review Attestation Form	New Tariff attachment
Attachment FF-10	LLPR System Impact Study Agreement	New Tariff attachment

Attachment FF-11	LLPR Critical Energy Infrastructure Information NDA	New Tariff attachment
Attachment LLL	Form of Agreement for Large Load Cost Recovery Agreement	New Tariff attachment
Attachment MMM	Large Load Impacted TO Cost Recovery Agreement	New Tariff attachment

VIII. STAKEHOLDER ENGAGEMENT

MISO developed the Large Load proposals described herein through an iterative stakeholder process that began before issuance of the Show Cause Order. EPR improvements and coordination of load and generator studies were discussed through the Planning Advisory Committee and Planning Subcommittee during 2024 and 2025. ZGIA was introduced in December 2025 and developed through a subsequent planning committee and LLWG discussions. The LLWG then provided a dedicated forum for the planning, operations, markets, and Resource Adequacy questions implicated by Large Load integration.[202]

The process included presentation of concepts, circulation of draft Tariff language, written feedback, and further revisions. For example, the LARS proposal evolved from an initial 250 MW threshold to the 200 MW threshold filed with the Commission following stakeholder feedback. MISO also revised the proposed treatment of multiple generating facilities and contractual arrangements and clarified the representation of the load-generation pair. These changes illustrate the relationship between the stakeholder process and the proposals brought forward in the staged filings.[203]

The LLPR application and transmission service proposals continued and were developed through that process. At the September 23, 2026, LLWG meeting, MISO reviewed the LLPR and identified the posted draft Tariff language, inviting feedback on the process and the proposed provisions. MISO also presented the Interim NITS (initially presented as "FLITS") option and sought feedback on its design. Stakeholder comments addressed study readiness and timing, planning coordination, service limits, curtailment, and the transition to firm service. These issues informed the continuing work on the relationship among the application, study, and operating provisions.[204]

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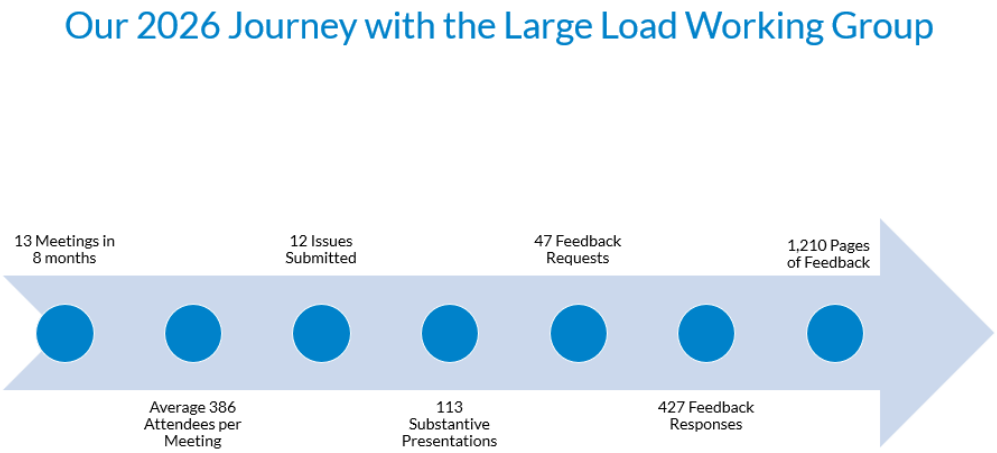
[202] ZGIA Transmittal at 45–46 (describing EPR, coordinated study, and ZGIA discussions); LARS Transmittal at 49–50 (describing the LLWG's role and early work plan).

[203] LARS Transmittal at 50–52 (describing the July, August, and September discussions and the resulting changes to the proposal).

[204] MISO, LLWG, *Application and Study Process Tariff and Process Design*, LLWG-2026-7 (Sept. 23, 2026), feedback request and comments posted Oct. 7–8, 2026 (identifying the draft LLPR review and stakeholder issues); MISO, LLWG, *Flexible Large-Load Interconnections and Transmission Service—Interim NITS Option*, LLWG-2026-5 (Sept. 23, 2026), feedback request and comments posted Oct. 2, 2026 (addressing the interim service design).

MISO's development of the present filing also reflects the need to coordinate the proposals with the earlier submissions. The same load information and reliability assumptions must support the study process, the service election, and the operating agreement. Stakeholder consideration of those interfaces has therefore proceeded alongside development of the individual service and study provisions.[205]

Throughout the stakeholder process, MISO solicited feedback on what approach should be applied to developing processes and ensuring stakeholder protections. MISO proposed, accepted feedback from stakeholders, and significantly modified many aspects of the Large Load effort. As discussed below, some of the stakeholder process may be summarized in three categories: (1) cost transparency and recovery; (2) LLPR; and (3) Interim NITS.



A. Cost Transparency and Recovery

In the initial LLWG meeting, MISO identified cost efficiency as one of twelve considerations governing large-load integration.[206] Stakeholder feedback proposed including cost allocation within cost efficiency or treating it as an additional consideration.[207] MISO agreed to work with stakeholders to define solutions that fit within MISO's scope.

As previously discussed, throughout January and May of 2026, stakeholders raised cost transparency concerns while MISO concentrated on reliability requirements and expedited

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[205] Abeyance Motion at 8–13 (explaining the need to align individual solutions with one another and existing MISO procedures); Abeyance Order P 8 (recognizing the opportunity for region-specific stakeholder solutions).

[206] Available at: https://cdn.misoenergy.org/20260130%20Large%20Load%20Workshop%20Presentation738349.pdf at 12.

[207] Available at: https://cdn.misoenergy.org/MISO%20Response%20to%20Large%20Load%20Workshop%20Considerations%20and%20Outcomes%20of%20Large%20Load%20Additions746069.pdf at 4, 13.

interconnection processes.[208] In June, the Show Cause Order identified deficiencies in MISO's Tariff concerning cost transparency and protections against cost shifting, but the Show Cause Order was clear that it was not intended to disturb existing regional cost-allocation methods.[209]

In response to early stakeholder feedback and the Show Cause Order, MISO presented LLWG-2026-8 during the August 27, 2026 LLWG meeting to address an approach to address issues related to cost efficiency, transparency, and allocation.[210] The issue covered a mechanism to mitigate the risk of cost shifting among transmission customers, Tariff updates to create a public data platform that provides transparency to state and local stakeholders regarding the assignment of Network Upgrades and their associated costs. Stakeholder feedback requested more information that estimated project costs. MISO committed to developing a dashboard and pro forma recovery agreement while continuing to work to develop the minimum contribution formula.[211]

At the September 9, 2026, LLWG meeting, MISO previewed the public dashboard intended to identify network upgrades associated with large load transmission service.[212] Stakeholders generally supported the dashboard but some suggested additional measures were needed to prevent cost shifting.[213]

At the September 23, 2026, LLWG meeting, MISO introduced a conceptual pro forma cost recovery agreement.[214] MISO also illustrated how additional large load transmission revenue could offset upgrade costs and how a supplemental payment might protect existing customers if revenue were insufficient.

At the October 8, 2026, LLWG meeting, MISO provided additional details regarding the proposed *pro forma* cost recovery agreement, including the calculation of minimum. MISO also addressed the role of financial security and the treatment of payments through Transmission Owner annual informational filings. Stakeholder feedback sought additional clarification regarding the

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208 Available at: https://cdn.misoenergy.org/20260420%20LLWG%20Item%2001b%20Agenda750857.pdf; https://cdn.misoenergy.org/20260514%20LLWG%20Item%2001b%20Agenda756827.pdf.

209 Show Cause Order at P 82.

210 Available at : https://cdn.misoenergy.org/New%20Issue%20-%20Cost%20Shifting%20Risk%20Among%20Transmission%20Customers776496.pdf.

211 Available at: https://cdn.misoenergy.org/LLWG%20Cost%20Transparency%20and%20Cost%20Shifting%20Response%20(LLWG-2026-8)%20(20260827)786923.pdf.

212 Available at: https://cdn.misoenergy.org/20260909%20LLWG%20Item%2005%20Cost%20Shifting%20Risk%20Among%20Tx%20Customers%20Cost%20Transparency%20(LLWG-2026-8)779833.pdf.

213 Available at: https://cdn.misoenergy.org/LLWG%20Cost%20Shifting%20Risk%20Among%20Transmission%20Customers-Cost%20Transparency%20Response%20(LLWG-2026-8)%20(20260909)789797.pdf.

214 Available at: https://cdn.misoenergy.org/20260923%20LLWG%20Item%2005%20Cost%20Shifting%20Risk%20Among%20Transmission%20Customers%20(LLWG-2026-8)783359.pdf at 5-10.

calculation of the minimum contribution, the treatment of network upgrade costs, financial security requirements, and the interaction between the proposed agreement and existing transmission rates.[215]

At the October 29, 2026 LLWG, meeting, specifically, in response to earlier feedback, MISO and the Transmission Owners clarified that the Large Load Transmission Customer is always responsible for the costs of the Large Load Upgrade(s) to mitigate the cost shifts to other Transmission Customers and changed the amount of financial security to be the capital cost of the Large Load Upgrade(s). MISO also described how it will provide transparency through a combination of the outputs from the Large Load Project Review, the pro forma cost recovery agreement, Transmission Owner annual informational filings, and a transparency dashboard.[216] MISO revised payments to be prorated for staggered upgrade in service dates and addressed separated agreements for impacted Transmission Owners outside the relevant transmission pricing zone. Additionally, the revised dashboard added Project Description and Cost Shared Status fields. Other updates in response to stakeholder feedback include the financial security holder, security amounts, security forms, and cost updates. Feedback is now complete but suggests that the revisions addressed some stakeholder concerns.[217]

B. LLPR

At the August 27, 2026, LLWG meeting, MISO proposed a new Large Load Project Review ("LLPR") process to integrate requirements from the Show Cause Order, incorporate enhancements from broader large-load efforts, and preserve the core functions of reliable integration.[218] The initial design called for quarterly study cycles, cumulative MTEP studies, and continued monthly stakeholder meetings. Stakeholder feedback expressed concerns about commercial confidentiality and premature contract commitments.[219]

At the September 23, 2026, LLWG meeting, MISO proposed a refined approach after receiving stakeholder feedback, including replacing the Electric Service Agreement with an

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[215] Available at: https://cdn.misoenergy.org/20261008%20LLWG%20Item%2004%20Cost%20Shifting%20Show%20Cause%20%28LLWG-2026-8%29786862.pdf at 4–8; https://www.misoenergy.org/engage/stakeholder-feedback/2026/llwg-cost-shifting-risk-pro-forma-cost-recovery-agreement-llwg-2026-8-20261008/.

[216] Available at: https://cdn.misoenergy.org/20261029%20LLWG%20Item%2004%20Cost%20Shifting%20Risk%20Among%20Transmission%20Customers%20(LLWG-2026-8)791917.pdf at 2.

[217] Available at: https://www.misoenergy.org/engage/stakeholder-feedback/2026/llwg-cost-shifting-risk-among-transmission-customers-llwg-2026-8-20261029/.

[218] Available at: https://cdn.misoenergy.org/20260827%20LLWG%20Item%2005%20Large%20Load%20Application%20and%20Study%20Process%20(LLWG-2026-7)777233.pdf.

[219] Available at: https://cdn.misoenergy.org/LLWG%20Large%20Load%20Application%20and%20Study%20Process%20Response%20(LLWG-2026-7)%20(20260827)786659.pdf.

attestation, tailoring studies to the type of transmission service requested, preserving the EPR for other projects, and proposed Tariff language.[220] MISO also committed to a standardized report covering assumptions, upgrades, costs, schedules, and Advanced Transmission Technologies and Grid-Enhancing Technologies.[221]

At the October 29, 2026, LLWG meeting, MISO presented a final LLPR process with application. The LLPR included application, study, mitigation, reporting, and approval frameworks, as well as three annual study cycles, expanded readiness requirements and draft Tariff revisions.[222]

C. Interim NITS

MISO's development of Firm Service Step-Up ("FSSU") and Flexible Large-Load Interim Transmission Service, which was initially referred to as FLITS but is herein referred to as Interim NITS, reflects two related efforts to allow large loads to receive power which can be reliably transmitted before all transmission upgrades needed for full firm service are completed. The two proposals developed separately but became interconnected as MISO responded to stakeholder feedback and the Show Cause Order.

In April 2026, MISO recommended the Firm Service Step-Up initiative for consideration by the LLWG.[223] At the April 20, 2026, LLWG meeting, MISO proposed a process to evaluate and grant firm service for partial load interconnection.[224] The initial proposal was for a phased firm-service. Feedback indicated that stakeholders generally supported a process to assess and grant firm service to facilitate the timely interconnection in large loads, but some pointed to a need for flexibility in how service level was granted.[225] Other feedback opposed annual only studies, and some raised the possibility of non-firm service for a facility that might want some flexible load indefinitely. The feedback established a need for multiple incremental steps and more flexible

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220 Available at: https://cdn.misoenergy.org/20260923%20LLWG%20Item%2004%20Tariff%20Defined%20Application%20and%20Study%20Process%20(LLWG-2026-7)782743.pdf.

221 Available at: https://cdn.misoenergy.org/LLWG%20Application%20and%20Study%20Process%20Tariff%20and%20Process%20Design%20Response%20(LLWG-2026-7)%20(20260923)791576.pdf.

222 Available at: https://cdn.misoenergy.org/20261029%20LLWG%20Item%2006%20Large%20Load%20Application%20and%20Study%20Process%20(LLWG-2026-7)791445.pdf.

223 Available at: https://www.misoenergy.org/engage/MISO-Dashboard/firm-service-step-up-for-large-load-interconnections/.

224 Available at: https://cdn.misoenergy.org/20260420%20LLWG%20Item%2008%20Firm%20Service%20Step%20Up%20Overview751418.pdf.

225 Available at: https://cdn.misoenergy.org/MISO%20Feedback%20Response%20Firm%20Service%20Step%20Up%20(LLWG-2026-1)%20(20260420)760062.pdf.

service timing, and MISO committed to developing further details in the process to provide clarity at the June LLWG.

At the June 10, 2026, LLWG meeting MISO presented further details on the Firm Service Step Up process.[226] MISO proposed quarterly study opportunities to identify how much firm load could be served reliability before all necessary upgrades were complete.[227] MISO's proposed process was more defined. It now allowed requests through Transmission Owner and Load Serving Entity coordination following MTEP approval, the ability to request several incremental load blocks, and a 36-month horizon. Feedback also indicated that MISO had largely responded to the need for more frequent studies and multiple steps but was adapting the proposal for upcoming stakeholder meetings. Some stakeholders expressed concern whether requested in-service dates could distort priority.

At the July 16, 2026, LLWG meeting, MISO presented a refined FSSU process and initial Tariff language.[228] A Bridge Interim Transmission Service Proposal was also presented by a stakeholder.[229] MISO proposed to update the FSSU process and proposed to clarify terminology, define the step-up period, and adopt additional requirements. The proposed Tariff language restricted requested load blocks to a minimum 25 MW step, limited to the number of network upgrade projects associated with the original full load integration study. MISO proposed a 36-month request horizon, and limits on additional upgrades and restudies. Stakeholder feedback focused on provisions to correct terminology, a timing requirement for transmission service requests, and limiting incremental load blocks on an annual basis.

At the August 12, 2026, LLWG meeting, MISO reviewed the initial proposal for a framework for Non-Firm Transmission Service for Large Loads called Flexible Large-load Interconnection and Transmission Service (FLITS).[230] FLITS was proposed as a non-firm transmission service option for large loads, usable either temporarily while upgrades were completed or on a more permanent basis. The proposal contemplated separate interim and permanent non-firm transmission service and worked alongside existing NITS and FSSU arrangements. MISO received a variety of feedback, though most stakeholders desired to see non-

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226 Available at: https://cdn.misoenergy.org/20260610%20LLWG%20Item%2007%20Firm%20Service%20Step%20Up%20Study%20Process763098.pdf.

227 Available at: https://cdn.misoenergy.org/LLWG%20Large%20Load%20Firm%20Service%20Step%20Up%20Approach%20Response%20(LLWG-2026-1)%20(20260610)769664.pdf.

228 Available at: https://cdn.misoenergy.org/20260716%20LLWG%20Item%2008%20Firm%20Service%20Step%20Up%20Study%20Process768776.pdf.

229 Available at: https://cdn.misoenergy.org/20260716%20LLWG%20Item%2007c%20BITS%20Proposal_Alliant%20Energy768542.pdf.

230 Available at: https://cdn.misoenergy.org/20260812%20LLWG%20Item%2006%20Conditional%20Non-Firm%20Transmission%20Service%20(LLWG-2026-5)774185.pdf.

firm large load included in the Coincident Peak Demand forecast. Others raised concerns over congestion prices, cost shifting, curtailment priority and other issues.

At the August 27, 2026, LLWG meeting, MISO proposed revised Tariff language for the FSSU process. In response to stakeholder feedback, MISO included terminology corrections, clarifications of requirements, limiting number of steps on an annual basis, and new requirements for submitting transmission service and load forecasts.

On September 9, 2026, LLWG meeting, MISO posted a summary of stakeholder feedback taken into consideration to improve the design for non-firm Transmission Service.[231] MISO reported that 12 respondents, including the OMS, supported including non-firm load in capacity-demand forecasts, compared with two favoring exclusion and four requesting further discussion. MISO also corrected an error in its August presentation regarding settlement modeling. MISO reported receiving 23 submissions and made several other identifiable changes.

Incorporating this feedback, MISO also presented at the September 9, 2026, LLWG meeting, where MISO proposed changes to FLITS in response to stakeholder feedback.[232] In response to feedback, MISO split the concept into interim FLITS and permanent Contract Demand, included all load in the Coincident Peak Demand forecast, removed the fixed ramp rate and required curtailment in a time specified by MISO.

At the September 23, 2026, LLWG meeting, MISO presented changes to the FLITS proposal.[233] MISO revised ARR entitlements to no longer be granted to the non-firm portion of the load and did not propose special rules for large loads in the Resource Adequacy construct. MISO also announced that it continued to develop a permanent non-firm Transmission Service option.

MISO responded to stakeholder feedback by revising Attachment FF provisions for clarity, correcting redundant sections, and reorganizing provisions related to transmission service.[234] MISO also stated that BPM language was being developed to describe the study process and criteria details at the implementation level.

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231 Available at: https://cdn.misoenergy.org/Flexible%20Large-Load%20Interconnection%20and%20Transmission%20Service%20(FLITS)%20Response%20(LLWG-2026-5)780398.pdf.

232 Available at: https://cdn.misoenergy.org/20260909%20LLWG%20Item%2006%20Non%20Firm%20Large%20Load%20(LLWG-2026-5)780125.pdf.

233 Available at: https://cdn.misoenergy.org/20260923%20LLWG%20Item%2007%20Conditional%20Non-Firm%20Transmission%20Service%20(LLWG-2026-5)783425.pdf.

234 Available at: https://cdn.misoenergy.org/LLWG%20Firm%20Service%20Step%20Up%20for%20Large%20Load%20Interconnections%20Tariff%20Response%20(LLWG-2026-1)%20(20260923)792368.pdf.

At the October 29, 2026, LLWG meeting, MISO presented proposed revisions to BPM-020 addressing the FSSU study process, including study parameters, evaluation criteria, Interim Network Integration Transmission Service, and Qualified Changes. MISO also presented revisions to the LLPR framework, including application requirements, study timelines, reliability assessments, identification of Network Upgrades, and coordination with Transmission Owners. MISO requested additional stakeholder feedback on both proposals to further refine the processes and implementation procedures.

IX. DOCUMENTS SUBMITTED IN THIS FILING

In addition to this Transmittal Letter, this submission includes the following materials, with the final tab and exhibit designations identified in the filing index:

Tab A – Redline Tariff[235]

Tab B – Clean Tariff

Tab C – Testimony of Jeanna Furnish

Tab D – Testimony of Zhaoxia Xie

Tab E – Testimony and Exhibits of Greg M. Gudeman

Tab F – Show Cause Order Briefing Questions and Answers

X. EFFECTIVE DATE AND REQUEST FOR WAIVER

MISO requests that the proposed revisions become effective 90-days from the date of filing (*i.e.,* February 14, 2027).

MISO also requests waiver of Section 35.13 of the Commission's regulations, 18 C.F.R. § 35.13 (2026), to the extent applicable to this filing, and requests waiver of any other applicable requirement of 18 C.F.R. Part 35 for which waiver is not specifically requested, if necessary, in order to permit Commission acceptance of this filing.

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[235] Language currently pending before the Commission in the following, unrelated dockets is highlighted in yellow: ER26-3552-000; ER26-3650-000; and ER27-25-000. MISO requests that the Commission treat such highlighted language as subject to the outcome of those pending proceedings. If needed, MISO commits to file any revisions to this highlighted language as necessary to comply with any Commission orders in the proceeding.

In addition, MISO has not included language that has future effective dates of 6/1/2027, 9/1/2027, and 6/1/2029, under Docket Nos. ER26-1882-001, ER25-1886-000, and ER22-1640-003;-006, respectively. MISO has also removed language that has a future effective date of 6/12/2028 and is pending in Docket No. ER26-2825-000. If needed, MISO commits to file any revisions to comply with any Commission orders in these proceedings and MISO commits to make subsequent filings with the Commission to reflect the most up-to-date version of the then-current Tariff provisions prior to the effective dates of the language.

XI. COMMUNICATIONS

MISO respectfully requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3) (2026), to the extent necessary to permit the designation of more than two persons for service on behalf of MISO in this proceeding and requests all communications related to this filing be directed to:

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XII. NOTICE AND SERVICE

MISO has served a copy of this filing electronically, including attachments, upon all Tariff customers, MISO Members, Member representatives of Transmission Owners and non-Transmission Owners, as well as all state commissions within the MISO Region and the Organization of MISO States. The filing has been posted electronically on MISO's website at https://www.misoenergy.org/legal/ferc-filings/ for other parties interested in this matter.

MISO also requests waiver of Section 35.13 of the Commission's regulations, 18 C.F.R. § 35.13 (2026), to the extent applicable to this filing, and requests waiver of any other applicable requirement of 18 C.F.R. Part 35 for which waiver is not specifically requested, if necessary, in order to permit Commission acceptance of this filing.

XIII. CONCLUSION

For all of the foregoing reasons, MISO respectfully requests that the Commission accept this filing and grant waiver of any Commission regulations the Commission deems in order for the Commission to accept it as proposed.

Respectfully submitted,

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Attorneys for the MISO Transmission Owners

Tab A

Balancing Authority: The responsible entity that integrates Resource plans ahead of time, maintains Load-generation balance within a Balancing Authority Area and supports the Eastern Interconnection frequency in real time.

Balancing Authority Agreement: The "Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of the TEMT" which was filed October 5, 2004 in Docket Nos. ER04-691-002 and EL02-104-002, as may be amended from time to time, and is designated as FERC Electric Tariff, Rate Schedule No. 3.

Balancing Authority Area: An electric power system or combination of electric power systems bounded by interconnection metering and telemetering to which a common generation control scheme is applied within the Balancing Authority in order to: (i) match the power output of the Generation Resources within the electric power system(s) and Energy delivered from or to entities outside the electric power system(s), with the demand (including losses) within the electric power system(s); (ii) maintain scheduled Interchange with other Balancing Authority Areas, within the limits of Good Utility Practice; (iii) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and Applicable Reliability Standards.

Base Penalty Charge: A base sanction that is assessed by the Independent Market Monitor against a Market Participant that is found to have engaged in conduct that is not permitted under the Tariff.

Baseline Reliability Projects: Network Upgrades identified in the MTEP as required to ensure the Transmission System is in compliance with applicable national Electric Reliability Organization reliability standards and reliability standards adopted by Regional Entities

and applicable to the Transmission Provider's Transmission Owners' planning criteria filed with federal, state, or local regulatory authorities, and applicable federal, state and local system planning and operating reliability criteria. Baseline Reliability Projects include projects of 100kV voltage class or above needed to maintain reliability while accommodating the ongoing needs of existing Transmission Customers.

Baseline Reliability Study: A study performed by the Transmission Provider as part of the MTEP development to determine whether the Transmission System is in compliance with applicable national Electric Reliability Organization reliability standards and reliability standards adopted by Regional Entities and applicable to the Transmission Provider's or Transmission Owners' planning criteria filed with federal, state, or local regulatory authorities, and applicable federal, state and local system planning and operating reliability criteria, the result of which is the identification of Baseline Reliability Projects.

Baseload Reserved Source Point (RSP): The Baseload Reserved Source Point for use in the ARR allocation process.

Baseload Reserved Source Set (BRSS): The Baseload Supply Resources that have met the Resource Qualification Requirements for inclusion as a Reserved Source Point for a given ARR Zone.

Baseload Supply Resource(s): Generation Resource associated with serving a Market Participant's Baseload Usage and that is used for Baseload Reserved Source Point calculations.

Baseload Usage: Transmission usage that is fifty percent (50%) of Peak Usage of Network Load with Firm Transmission Service. For Market Participants utilizing Point-To-Point

Transmission Service, fifty percent (50%) of the Point-To-Point Transmission Service MW amount will be assumed to be Baseload Usage. However, this assumption will not require an LSE to pay multiple Transmission Service charges for Loads included in the LSE's Baseload Usage.

Behind the Meter Generation (BTMG): Generation resources used to serve wholesale or retail load located behind a CPNode that are not included in the Transmission Provider's Setpoint Instructions and in some cases can also be deliverable to Load located within the Transmission Provider Region using either Network Integration Transmission Service, Interim Network Integration Transmission Service, or Point-To-Point Transmission Service or transmission service pursuant to a Grandfathered Agreement. These resources have an obligation to be made available during Emergencies.

Bid: A request to purchase Energy in the Day Ahead Energy and Operating Reserve Market, including Demand Bids, Price Sensitive Demand Bids, and Fixed Interchange Schedule Export Schedules, Dispatchable Interchange Schedule Export Schedules, and Virtual Bids, at a specified location, quantity, and time period, that is duly submitted to the Transmission Provider pursuant to this Tariff and the Business Practices Manuals.

Bi-Directional Ramp Rate Curve: The MW/minute ramp rate curve, that may include up to ten (10) linear segments at which a Generation Resource, Demand Response Resource - Type II, or Electric Storage Resource can respond to either increasing or decreasing Setpoint Instructions.

Bilateral Transaction Schedule: A schedule associated with a Bilateral Transaction.

Bilateral Transactions: Interchange Schedules, Dynamic Interchange Schedules, Financial

Schedules and GFA Schedules.

Billing Agent: An entity designated by a Market Participant as the entity to receive from, or forward payment to, the Transmission Provider on the Market Participant's Settlement Statements. The Market Participant shall remain liable for all obligations issued to it in the Settlement Statements.

Binding Settlement Zone: Any Reserve Zone with a Market Clearing Price for Regulating Reserve, Spinning Reserve, Supplemental Reserve, or Short-Term Reserve, as applicable, derived in the Day-Ahead Energy and Operating Reserve Market or in the Real-Time Energy and Operating Reserve Market that has any non-zero Market Clearing Price Zonal Terms for Operating Reserves or Short-Term Reserve.

Binding Transmission Constraints: A transmission constraint that causes a change in the dispatch or commitment of one or more Electric Facilities to avoid exceeding, or to relieve, the constraint limit.

Blackstart Equipment: The equipment that is necessary to make a generation unit or Electric Storage Resource a Blackstart Unit capable of reliably providing Blackstart Service.

Blackstart Service: The process used by the Transmission Operator, Load Serving Entities, and Generator operators to reenergize to a fully operational state the entire transmission network and the remainder of the delivery system to normal operation. This process includes systematic start up of Blackstart Units via Blackstart Equipment, energizing transmission to critical facilities such as larger generating units, energizing to the largest generators to facilitate the restoration of system loads.

Blackstart System Restoration Plan: The plan developed by the Transmission Provider acting

in its capacity as the Reliability Coordinator, to coordinate the system restoration plans developed by the individual Transmission Operators to re-energize the Transmission System following a system-wide blackout.

Blackstart Unit: A generation unit or Electric Storage Resource that has Blackstart Equipment attached to it or is otherwise configured to allow the unit to be started without assistance form any other resource.

Blackstart Unit Owner: An entity that either: (1) owns and controls the output of, or operates a Blackstart Unit; or (2) has contractual rights to direct the operation of a Blackstart Unit and to receive the compensation provided for under Schedule 33 of the Tariff.

Border External Resource: An External Resource that: (i) has direct interconnection facilities to a substation that contains the terminal of a transmission line under the Transmission Provider's functional control; (ii) will schedule in response to notification by the Transmission Provider during a declared Energy Emergency solely from unit(s) connected to such substation; and, (iii) whose Capacity offered into MISO may be accommodated on those transmission line(s) under the Transmission Provider's functional control.

Branch Facility: A facility located within a pricing Zone having a defined Line Outage Distribution Factor.

Broad Constrained Area: An electrical area in the Transmission Provider Region within which one or more Binding Transmission Constraints, or binding Post Reserve Deployment Constraints (other than Sub-Regional Power Balance Constraints) exist, or binding Sub-Regional Power Balance Constraints into the Second Planning Area exist.

Bulk Electric System: The electrical Generation Resources, transmission lines, interconnections with neighboring systems, and associated equipment, generally operated at voltages of 100 kV or higher as further defined by the applicable Regional Entity.

Bundled Load: The aggregate usage by customers who purchase electric services as a single service or customers who purchase electric services under a retail tariff rate schedule that includes Energy and delivery components, as distinguished from customers who purchase Transmission Service as a separate service.

Bus: A specific electrical location within the Transmission System and/or within other transmission systems within the Eastern Interconnection modeled in the Network Model.

Business Day: A day in which the Federal Reserve System is open for business.

Business Practices Manuals: The instructions, rules, policies, procedures and guidelines established by the Transmission Provider for the operation, planning, accounting and settlement requirements of the Transmission Provider Region.

Day: A twenty four (24) hour period beginning at 0000 hours EST.

Day-Ahead and Real-Time Revenue Sufficiency Guarantee Voltage and Local Reliability Charge: The sum of the Day-Ahead Revenue Sufficiency Guarantee Credits in an Hour attributable to Day-Ahead Voltage and Local Reliability Commitments and Real-Time Revenue Sufficiency Guarantee Credits in an Hour attributable to Real-Time Voltage and Local Reliability Commitments.

Day-Ahead Bilateral Transaction Schedules Marginal Losses Surplus: The sum of Transmission Usage Charges minus the Cost of Congestion for all Bilateral Transaction Schedules cleared in the Day-Ahead Energy and Operating Reserve Market.

Day-Ahead Commitment Period: Contiguous set of hours within the Day for which there exists a Day-Ahead Schedule for Energy.

Day Ahead Energy and Operating Reserve Market: The forward market for purchases and sales of Energy, Operating Reserve, Up Ramp Capability, Down Ramp Capability, and Short-Term Reserve conducted by the Transmission Provider the Day prior to the Operating Day.

Day-Ahead Energy and Operating Reserve Market Marginal Losses Surplus: The total Day-Ahead Energy and Operating Reserve Market charges for Energy purchases, minus total Day-Ahead Energy and Operating Reserve Market payments for Energy sales, minus total Day-Ahead Energy and Operating Reserve Market congestion payments.

Day-Ahead Ex Ante LMP: The LMP calculated through the clearing of the Day-Ahead Energy and Operating Reserve Market using the process defined in Schedule 29 of this Tariff.

Day-Ahead Ex Ante MCP: The MCP for Regulating Reserve, Spinning Reserve, Supplemental

Reserve, Up Ramp Capability, Down Ramp Capability, and Short-Term Reserve calculated through the clearing of the Day-Ahead Energy and Operating Reserve Market using the process defined in Schedule 29 of this Tariff.

Day-Ahead Ex Post LMP: The LMP calculated for the Day-Ahead Energy and Operating Reserve Market using the process defined in Schedule 29A of this Tariff.

Day-Ahead Ex Post MCP: The MCP for Regulating Reserve, Spinning Reserve, Supplemental Reserve, Up Ramp Capability, Down Ramp Capability, and Short-Term Reserve calculated for the Day-Ahead Energy and Operating Reserve Market using the process defined in Schedule 29A of this Tariff.

Day Ahead Hourly Marginal Losses Surplus: The total of the Day Ahead Energy and Operating Reserve Market Marginal Losses Surplus plus the Day Ahead Bilateral Transactions Schedules Marginal Losses Surplus.

Day-Ahead Margin: For an Hour, the difference between the Market Participant's accepted Day-Ahead Energy Offer and the Day-Ahead Ex Post LMP for that interval.

Day-Ahead Margin Assurance Payment (DAMAP): The Real-Time make-whole payment provided under Section 40.3.6 of this Tariff to the Resources described therein, when such Resources' Day-Ahead Margins have been eroded.

Day Ahead Revenue Sufficiency Guarantee Charge: The sum of the Day-Ahead Revenue Sufficiency Guarantee Credits in an Hour in the Day, excluding Day-Ahead Revenue Sufficiency Guarantee Credits associated with Voltage and Local Reliability Commitments, allocated to Market Participants in that Hour pro rata based upon cleared Bids, in that Hour.

Day-Ahead Revenue Sufficiency Guarantee Credit: A Resource credit guaranteed by the Transmission Provider ensuring the minimum recovery of the Production Cost and Operating Reserve Cost of a Resource that has been committed and scheduled by the Transmission Provider in the Day-Ahead Energy and Operating Reserve Market.

Day Ahead Schedule: A set of values consisting of one (1) value for each Hour of a single Operating Day for each Commercial Pricing Node as determined in the Day Ahead Energy and Operating Reserve Market by the Transmission Provider indicating the Energy MWh supply or demand financial obligation of a Market Participant at a Commercial Pricing Node. The Operating Reserve MW supply financial obligation of a Market Participant at a Commercial Pricing Node, the Up Ramp Capability MW supply financial obligation of a Market Participant at a Commercial Pricing Node, the Down Ramp Capability MW supply financial obligation of a Market Participant at a Commercial Pricing Node, and the Short-Term Reserve MW supply financial obligation of a Market Participant at a Commercial Pricing Node.

Debt: For credit scoring purposes, the total amount of all borrowed money of an Applicant or Market Participant.

Debt Adder: The percentage of long-term debt, as stated on the Tariff Customer's most recent audited financial statement, that is treated as equity to determine the Unsecured Credit Allowance.

Debt to Equity Ratio: For credit scoring purposes, the ratio of Debt to Equity.

Default: The occurrence at any time, of any of the events listed in Section 7.16.1 or 7.16.2 with respect to such Tariff Customer, or the failure to include payment for any obligations

under this Tariff, if such failure is not remedied on or before the later of (i) the expiration of the applicable cure period as set forth in this Tariff or the applicable agreement; (ii) the second (2nd) Business Day after the Tariff Customer receives written notice to cure with respect to defaults described in Sections 7.16.1.b, d, and e; or (iii) the second (2nd) Business Day after the Tariff Customer receives written notice to cure with respect to defaults described in Section 7.16.1.a.

Default Offer: A mitigation measure imposed by the Independent Market Monitor pursuant to Section 65.2 of this Tariff.

Deferred Schedule 16 Costs: Any deferred pre-operating costs to be recovered under Schedule 16 of this Tariff.

Deferred Schedule 17 Costs: Any deferred pre-operating costs to be recovered under Schedule 17 of this Tariff.

Deficient Energy: The amount of a Generation Resource's, Electric Storage Resource's, or External Asynchronous Resource's Actual Energy Injection at a Commercial Pricing Node in the Real-Time Energy and Operating Reserve Market in a Dispatch Interval that is less than that Resource's Deficient Energy Threshold or, the amount of a Demand Response Resource's-Type I Calculated DRR Type I Output, as adjusted for Actual Energy Injection or Demand Response Resource's-Type II Calculated DRR Type II Output, at a Commercial Pricing Node in the Real Time Energy and Operating Reserve Market in a Dispatch Interval that is less than that Resource's Deficient Energy Threshold.

Deficient Energy Threshold: The minimum value of the Tolerance Band of a Resource.

Deficient Withdrawal: The amount of an Electric Storage Resource's Actual Energy Injection at a Commercial Pricing Node in the Real-Time Energy and Operating Reserve Market in a Dispatch Interval that is between (i) the lesser of the Excessive Energy Threshold and zero (0) and (ii) zero (0).

Deliverability Benefit Zone: A group of one or more Local Resource Zones that have equal Auction Clearing Prices for a Season in a Planning Resource Auction resulting from the same auction constraint.

Delivering Party: The entity supplying Energy to be transmitted at Point(s) of Receipt.

Delivery Point: The Commercial Pricing Node used to determine the point of transfer between the buyer and the seller of the Energy specified in a Financial Schedule.

Demand: The maximum integrated hourly sum of Load occurring over a specified period, such as Day, Month, Season, or Year, expressed in MWs.

Demand Bid: A Fixed Demand Bid or Price Sensitive Demand Bid.

Demand Curves: The Market Wide Regulating Reserve Demand Curve, the Market Wide Regulating and Spinning Reserve Demand Curve, the Market Wide Operating Reserve Demand Curve, the Market Wide Up Ramp Capability Demand Curve, the Market Wide Down Ramp Capability Demand Curve, and/or the Market Wide Short-Term Reserve Demand Curve.

Demand Reduction Shortfall: The difference between the EDR Dispatch Instruction and the actual demand reduction, or zero, whichever is higher.

Demand Reduction Tolerance: The tolerance band of demand reduction that an EDR Participant can make between the EDR Dispatch Instruction and actual demand reduction

and still recover the production costs associated with the demand reduction.

Demand Resource: Interruptible Load or Direct Control Load Management and other resources that can reduce Demand during Emergencies.

Demand Resource Deferral Notice: Notice provided by a Market Participant that elects to defer the obligation to conduct a real power test.

Demand Response Resource (DRR): A Demand Response Resource–Type I or Demand Response Resource–Type II.

Demand Response Resource - Type I (DRR-Type I): A Resource owned by a single Load Serving Entity, or an ARC within the MISO Balancing Authority Area and that (i) is registered to participate in the Energy and Operating Reserve Markets, (ii) that is capable of supplying a specific quantity of Energy, Contingency Reserve, Short-Term Reserve or Capacity, at the choice of the Market Participant, to the Energy and Operating Reserve Market through Behind the Meter Generation and/or controllable Load, (iii) is capable of complying with the Transmission Provider's instructions, ~~and~~ (iv) has the appropriate metering equipment installed, and (v) has Firm Transmission Service. Each Demand Response Resource – Type I will be modeled as a Commercial Pricing Node consisting of defined Elemental Pricing Nodes maintained and approved by the Transmission Provider that comprise injections of customer demand response within a single Local Balancing Authority Area for the purposes of scheduling, reporting Actual Energy Injections, and settling Energy, Contingency Reserve, and Short-Term Reserve transactions. The Demand Response Resource –Type I can be modeled as aggregations of whole or portions of Elemental Pricing Nodes. Given the appropriate qualification,

Demand Response Resource-Type I Resources can provide the following products: Energy, Contingency Reserve, Short-Term Reserve and capacity under Module E.

Demand Response Resource-Type II (DRR-Type II): A Resource owned by a single Load Serving Entity, or an ARC within the MISO Balancing Authority Area and that (i) is registered to participate in the Energy and Operating Reserve Markets, (ii) is capable of supplying a range of Energy, Operating Reserve, Up Ramp Capability, Down Ramp Capability, and/or Short-Term Reserve at the choice of the Market Participant, to the Energy and Operating Reserve Market through Behind-The-Meter generation and/or controllable Load, (iii) is capable of complying with Transmission Provider's Setpoint Instructions, ~~and~~ (iv) has the appropriate metering equipment installed, and (v) has Firm Transmission Service. Such Resources will be modeled and/or otherwise treated in a manner comparable as Generation Resources and must comply with the same Applicable Reliability Standards as Generation Resources. Given the appropriate qualification, Demand Response Resource-Type II Resources can provide the following products: Energy, Operating Reserve, Up Ramp Capability, Down Ramp Capability, Short-Term Reserve, and/or capacity under Module E, provided that a storage Resource that registers as a Demand Response Resource – Type II shall not be eligible to provide off-line Supplemental Reserve or off-line Short-Term Reserve.

Demand Response Resource-Type I Offer: An Energy Offer, Shut-Down Offer, Hourly Curtailment Offer, Spinning Reserve Offer (if a Spin Qualified Resource) and Supplemental Reserve Offer, and Off-Line Short-Term Reserve Offer (if an Off-Line Short-Term Reserve Qualified Resource) submitted by a Market Participant within the

MISO Balancing Authority Area for the output of a specified Demand Response Resource Type I to supply Energy, Contingency Reserve, and/or Short-Term Reserve to the Energy and Operating Reserve Market.

Demand Response Resource-Type II Offer: An Energy Offer, Start-Up Offer, No-Load Offer, Regulating Capacity Offer and Regulating Mileage Offer (if a Regulation Qualified Resource), Spinning Reserve Offer (if a Spin Qualified Resource), On Line Supplemental Reserve Offer (if not a Spin Qualified Resource), Off Line Supplemental Reserve Offer (if a Quick Start Resource), Off-Line Short-Term Reserve Offer (if an Off-Line Short-Term Reserve Qualified Resource), Short-Term Reserve Dispatch Status and Up and Down Ramp Capability dispatch status submitted by a Market Participant within the MISO Balancing Authority Area for the output of a specified Demand Response Resource Type II to supply Energy and/or Operating Reserve, Up Ramp Capability, Down Ramp Capability, and/or Short-Term Reserve to the Energy and Operating Reserve Market.

Designated Agent: Any entity that performs actions or functions required under this Tariff on behalf of the Transmission Provider, an Eligible Customer, the Transmission Customer, an ITC, the Market Participant or a Local Balancing Authority.

Designated Flowgate: A Flowgate that has been designated to act as a constraint to power transfer on the Bulk Electric System.

Desired Resource Response: The movement, in MW, that a Resource is capable of providing during a Dispatch Interval in response to Setpoint Instructions based on the Resource's applicable ramp rate, starting from its actual output at the beginning of the Dispatch

Interval.

Direct Assignment Facilities: Facilities or portions of facilities that are constructed by any Transmission Owner(s), ITC, or ITC Participant(s) for the sole use/benefit of a particular Transmission Customer requesting service under this Tariff. Direct Assignment Facilities shall be specified in the Service Agreement (or HVDC Service Agreement) that governs service to the Transmission Customer and shall be subject to Commission approval.

Direct Control Load Management: The magnitude of customer demand that can be interrupted by direct control of the Local Balancing Authority by interrupting power supply to individual appliances or equipment on customer premises. Direct Control Load Management does not include Interruptible Demand. Where an RE's agreements do not restrict its reserve sharing pool to only the Local Balancing Authority, utilities acting as Market Participants may become members of the reserve sharing pool. These utilities have the right to participate in the reserve sharing pool, and to call on Operating Reserves, and are obligated to supply reserves when called upon by other entities. A utility meeting the above conditions, and which has interruptible contracts with its retail customers, may control its Interruptible Demand or Interruptible Load without direction from the Local Balancing Authority. The magnitude of customer demand that can be interrupted by utilities meeting the above criteria may interrupt power supply to individual appliances or equipment on customer premises without direction from the Local Balancing Authority.

Discharge: The injection of stored energy back into the Transmission System by an Electric

Storage Resource.

Dispatch Interval: The Dispatch Interval is a 5-minute length of time for which the Transmission Provider issues Dispatch Targets for the Real Time Energy and Operating Reserve Market.

Dispatch Interval Actual Energy Injections: For a Resource, either: (i) a net Metered or calculated 5-minute volume expressed in MW that flows into or out of the Transmission System during the Operating Day at a specified location for each Dispatch Interval of the Operating Day; or (ii) when these values are not available, the average telemetered output for the Resource expressed in MW and scaled by Actual Energy Injections.

Dispatch Interval Excessive Energy Price: The applicable price for Excessive Energy MW in a Dispatch Interval.

Dispatch Interval Excessive Withdrawal Price: The applicable price for Excessive Withdrawal MW in a Dispatch Interval.

Dispatch Model: A model of the Transmission System, Resources, and Load in the Transmission Provider Region used by the Transmission Provider to dispatch Resources through the Real-Time Energy and Operating Reserve Market.

Dispatch Status: A specification submitted by a Market Participant in its Generation Offer, External Asynchronous Resource Offer, Demand Response Resource-Type I Offer, Demand Response Resource-Type II Offer, or Electric Storage Resource Offer for each Hour to indicate whether or how the Transmission Provider is authorized to clear Energy or other Operating Reserves on the Resource for the Hour.

Dispatch Target: Instructions issued by the Transmission Provider to Resources indicating

Resource Energy quantities to be injected or withdrawn and cleared Operating Reserve, Up Ramp Capability, Down Ramp Capability, and Short-Term Reserve cleared for Resources at the end of a specific Dispatch Interval.

Dispatchable Interchange Schedules: Export Schedules for the Day-Ahead Energy and Operating Reserve Market that specify a Bid or Import Schedules for the Day-Ahead Energy and Operating Reserve Market that specify an Offer.

Dispatchable Intermittent Resource: A Generation Resource whose Economic Maximum Dispatch is dependent on forecast-driven fuel availability.

Dispatchable Intermittent Resource Feasibility Limit: The maximum MW level at which a Dispatchable Intermittent Resource may operate and/or be scheduled, subject to any technical margin(s) as may be provided in the Business Practices Manuals.

Distribution Facilities: The low-voltage transmission facilities owned or controlled or operated by the Transmission Provider, or a Transmission Owner, or both, and used in a sale for resale of, or to transmit, electric energy in interstate commerce on behalf of a wholesale purchaser pursuant to a Commission filed Open Access Transmission Tariff (i.e., to provide Wholesale Distribution Service).

Disturbance Recovery Period: The amount of time from the occurrence of an event requiring a Contingency Reserve deployment to compliance with Applicable Reliability Standards.

Diversity Contract: A type of power purchase agreement (PPA) between an LSE in the Transmission Provider Region and an LSE with Demand external to the Transmission Provider Region that includes a one for one MW exchange of capacity that is committed to the Transmission Provider Region in exchange for capacity committed outside of the

Transmission Provider Region.

DOE: The United States Department of Energy.

Down Ramp Capability (DRC): The product representing the ability of dispatchable resources to respond to future downward changes in demand within the Ramp Capability Response Time after a given dispatch. The Real-Time Market-Wide Down Ramp Capability Requirement is defined by expected market-wide downward variation in dispatchable generation to account for forecasted changes in load and Scheduled Interchange while considering the contribution of non-dispatchable generation (negative for an upward variation) plus the downward short-term uncertainty associated with the Load Forecast, non-dispatchable generation forecast, and units not responding to their set points, all evaluated over the Ramp Capability Response Time. If the resulting requirement is negative, the requirement is set to 0 so the requirement is always non-negative.

Dynamic Interchange Schedule: Interchange Schedules for which the Market Participant has put in place real time and interval metering facilities approved by the Transmission Provider where Resources are supplying Energy to Load on a real time basis and the supply is being effected through use of scheduled Interchange in the Transmission Provider's Area Control Error equation.

Dynamic Narrow Constrained Area (Dynamic NCA): An electrical area identified by the IMM in accordance with section 63.4.1, sub-paragraphs i through l, of this Tariff, regardless of whether the area is in an existing or future Narrow Constrained Area, or is defined by one or more Binding Transmission Constraint(s) not expected, or not yet determined, to be sustained for a period long enough to identify it as a Narrow Constrained Area in

accordance with section 63.4.1, sub-paragraphs (a) through (h).

Dynamic Transfers: The provision of the real-time monitoring, telemetering, computer software, hardware, communications, engineering, Energy accounting (including inadvertent interchange), and administration required to electronically move all or a portion of the real Energy services associated with a Generator or Load out of one Balancing Authority Area into another.

Facility: An electric generating unit or an electric generating station composed of one or more contiguous electric generating units aggregated at a single geographical site.

Facilities Study: An engineering study conducted by the Transmission Provider or ITC in collaboration with the affected Transmission Owner(s) and ITC Participant(s) to determine the required modifications to the Transmission System, including the cost and scheduled completion date for such modifications, that will be required to provide the requested Transmission Service. The Transmission Provider shall have the final determination and ultimate responsibility for any such studies. Facilities Studies for any transmission facilities not under the operational control of the Transmission Provider shall be performed by the Transmission Owner, or ITC, or any entity it designates to perform the studies.

Fast Ramping Resource: A Generation Resource that: (1) meets the qualification criteria of having a: (i) ramp rate greater than eighty (80) MW per minute; (ii) Fast Ramping Resource Performance Score that meets or exceeds the Fast Ramping Resource Performance Threshold when responding to regulation signals in Fast Ramping Resource Performance Tests; and (iii) duration greater than 20 minutes or more for Use Limited Resources; and (2) as such, will receive a fast changing regulation signal for a market interval for which it has been offered.

Fast Ramping Resource Historical Performance Score: A performance score calculated on a Regulation Qualified Resource as the ratio of its Fast Ramping Resource Passed Intervals to its Fast Ramping Resource Valid Intervals in the Dispatch Intervals in all previous Hours when it was offered as a Fast Ramping Resource.

Fast Ramping Resource Passed Interval: An AGC signal interval, within a Fast Ramping Resource Performance Test, that is considered passed by a Resource offered as a Fast Ramping Resource for a particular Hour, during Regulating Reserve Deployment for the AGC signal interval if the MW response of the Resource for the Setpoint Instruction, adjusted for the communication delay, is within the tolerance range (*i.e.*, +/- 0.25 MW if the delta change is 0.8 MW or less, and +/- 30 percent if the delta change is greater than 0.8 MW).

Fast Ramping Resource Performance Score: A score calculated during a Fast Ramping Resource Performance Test.

Fast Ramping Resource Performance Test: A test performed in real time to evaluate the capability of a Regulation Qualified Resource that is offered as a Fast Ramping Resource to perform reliably as a Fast Ramping Resource while deploying Regulating Reserve. The test will be performed on such a Regulation Qualified Resource that is receiving either fast or regular regulation signals. At the start of each hourly interval, the Resource will be assigned an initial score that is the higher of the Fast Ramping Resource Historical Performance Score or the Fast Ramping Resource Performance Threshold. Within each hourly interval, at the end of each Dispatch Interval, a new adjustment to the initial score will be calculated as the ratio of Fast Ramping Resource Passed Intervals to Fast Ramping Resource Valid Intervals in the current and all previous Dispatch Intervals in the particular hourly interval.

Fast Ramping Resource Performance Threshold: A minimum Fast Ramping Resource Performance Score of seventy percent (70%) that a Resource is required to meet to be

qualified as a Fast Ramping Resource.

Fast Ramping Resource Valid Interval: An AGC signal interval is considered valid for a Resource undergoing a Fast Ramping Resource Performance Test, during its Regulating Reserve Deployment for an AGC signal interval, during which a new Setpoint Instruction is calculated that changes by a threshold MW of at least 0.1 MW from the previous Setpoint Instruction.

Fast Start Resource: An online Generation Resource that is started, synchronized and injects Energy, or a Demand Response Resource that reduces its Energy consumption, within sixty (60) minutes of being notified and that has a minimum run time of one hour or less and that will participate in setting price as described in the process in Schedule 29A of this Tariff. A Fast Start Resource does not include fuel-limited resources such as pumped storage, Electric Storage Resources, run-of-river hydro, and wind resources. Offline Generation Resources will not participate in setting price as described in the process in Schedule 29A of this Tariff.

Fast Start Resource All-In Energy Offer: The sum of an online Fast Start Resource's Energy Offer, its amortized No Load Offer and, during its Minimum Run Time, its amortized Start up Offer; provided, that, in the case of a Demand Response Resource – Type I, it shall be the sum of the Energy Offer, its amortized Hourly Curtailment Offer and its amortized Shut-Down Offer over its minimum interruption duration.

Fast Start Resource All-In Reference Level: The sum of an online Fast Start Resource's Energy Reference Level, its amortized No Load Reference Level and, during its Minimum Run Time, its amortized Start up Reference Level; provided, that, in the case

of a Demand Response Resource – Type I, it shall be the sum of the Energy Reference Level, its amortized Hourly Curtailment Offer Reference Level and its amortized Shut-Down Offer Reference Level over its minimum interruption duration.

Feasibility Upgrade Process: The procedure that enables additional ARRs to be allocated based upon Network Upgrades as part of the MTEP process.

Federal Energy Regulatory Commission (FERC) Uniform System of Accounts: The Commission's Uniform System of Accounts in the Code of Federal Regulations, Title 18, Conservation of Power and Water Resources, Parts 1-399, pursuant to which electric public utilities, licensees and other companies within FERC jurisdiction are required to maintain their books and records.

Federal Power Marketing Agency: Any agency or instrumentality of the United States (other than the Tennessee Valley Authority), which sells electric Energy.

FERC Market Rules: The market behavior rules and the prohibition against electricity Energy market manipulation codified by the Commission in its Rules and Regulations at 18 CFR § 1c.2 and 35.37, respectively; and any related proscriptions or any successor rules that the Commission from time to time may issue, approve or otherwise establish.

File Transfer Protocol (FTP): The standardized File Transfer Protocol for data transfer.

Final Planning Reserve Margin Requirement (Final PRMR): For LSEs not selecting the Reliability Based Demand Curve Opt Out, the PRMR established as a result of the PRA clearing using RBDCs. For LSEs selecting the RBDC Opt Out, Final PRMR is based on the sum of the applicable PRM plus the applicable RBDC Opt Out Adder. LSEs under state jurisdiction where the state has overridden the PRM established by the Transmission

Provider will have a Final PRMR based on the planning reserve margin established by the state.

Financial Schedule: A financial arrangement between two Market Participants designating a Source Point, Sink Point and Delivery Point establishing the obligations of the buyer and seller for the payment of Cost of Congestion and Cost of Losses. The Transmission Provider is not the Energy Market Counterparty to the sale of Energy under a Financial Schedule transaction and collects and disburses the Transmission Usage Charge as agent for the parties to the Financial Schedule.

Financial Security: A Cash Deposit or Irrevocable Letter of Credit in an amount and form determined by and acceptable to Transmission Provider, provided by an Applicant and/or Tariff Customer to Transmission Provider as security.

Financial Transmission Right (FTR): A financial instrument that entitles the holder to receive compensation for or requires the holder to pay certain congestion related transmission charges that arise when the Transmission System is congested and differences in Marginal Congestion Components of Day-Ahead Ex Post LMPs result.

Firm Flow: The estimated impacts of firm transactions under network and point-to-point Transmission Service on a particular Coordinated Flowgate.

Firm Point-To-Point Transmission Service: Transmission Service under this Tariff that is reserved and/or scheduled between specified Points of Receipt and Points of Delivery pursuant to Module B of this Tariff.

Firm Service Level: The MW portion of the total demand of a Demand Resource that is not subject to curtailment as a Demand Resource.

Firm Service Step Up: The evaluation process to assess the reliability impact of incremental additions of Load that are planned in the intervening step-up period before the expected Service Commencement Date for the full Load integration of a Large Load for which a planning study has been completed and approved in the MTEP planning process.

Firm Transmission Service: The portion of Load served under Firm Point-To-Point Transmission Service or Network Integration Transmission Service, excluding any portion of Load served on a non-firm basis under Interim NITS.

First Planning Area: The Transmission System of the Transmission Provider Region as it existed immediately before the effective date of the Second Planning Area. The First Planning Area may be modified from time to time by: (1) the addition of any transmission facilities in the Midwest portion of the United States (i.e., Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Montana, North Dakota, Ohio, South Dakota, and Wisconsin) where transmission facilities not under the functional control of the Transmission Provider are subsequently conveyed to the functional control of the Transmission Provider to be used to provide Transmission Service under Module B of the Tariff; or (2) the withdrawal from the Transmission Provider Region of a Member located in the First Planning Area.

Fixed Carrying Charge: An annual charge calculated by taking the cost of service carrying charge elements expressed as a percent multiplied by the Transmission Owner or ITC's rate base. The carrying charge elements include: operations and maintenance, depreciation expense, other taxes, return, and income taxes.

Fixed Demand Bid: A request to purchase a specified MWh quantity of Energy, at specified

locations in the Transmission Provider Region, during specific Hours of the next Operating Day submitted to the Day-Ahead Energy and Operating Reserve Market. Demand Bids may only be submitted by a Market Participant that is itself a Load Serving Entity (LSE) or is purchasing Energy to serve an LSE.

Fixed Interchange Schedule: An Interchange Schedule consisting of a fixed, non-Dispatchable amount, used in the Energy and Operating Reserve Markets.

Fixed Resource Adequacy Plan (FRAP): A plan submitted by an LSE through the MECT to the Transmission Provider that is approved by the Transmission Provider which demonstrates that the LSE has sufficient ZRCs to meet all or part of its Initial PRMR for one or more LRZs in a Season.

Flowgate: A representative modeling of a facility or group of facilities that may act as a constraint to power transfer on the Bulk Electric System.

Flowgate Rating: The Total Transfer Capability of a Flowgate.

Forced Outage or Generator Forced Outage: An immediate reduction in output, Capacity or removal from service, in whole or in part, of a Generation Resource by reason of an Emergency or threatened Emergency, unanticipated failure, inability to return on schedule from a Planned Transmission Outage, or other cause beyond the control of the owner or operator of the facility, as specified in the relevant portions of the BPM for Outage Operations. A reduction in output or removal from service of a Generation Resource in response to changes in Energy Market conditions does not constitute a Generator Forced Outage.

Forecast LSE Requirement: The forecasted Demand including the effect of all losses for an

LSE at a CPNode for a Month less the Full Responsibility Purchases plus the Full Responsibility Sales and minus the Demand Resources that were registered to net for a given Month all at the same CPNode.

Forecast Maximum Limit: For a Dispatchable Intermittent Resource, the maximum MW level at which the Resource is forecasted to operate. In addition, for a ZG Resource participating as a DIR, the maximum MW level at which a Resource may operate shall be less than the Demand of the Resource's ZG Associated Loads.

Foreign Guarantor: A Guarantor that is organized under the laws of a jurisdiction outside of the United States or Canada.

Foreign Guaranty: A Corporate Guaranty accepted from a Guarantor that is organized under the laws of a jurisdiction outside of the United States or Canada.

Forward Reliability Assessment Commitment (FRAC): A RAC process conducted up to seven (7) days prior to, and before the closing of, the Day-Ahead Energy and Operating Reserve Market.

FTR and ARR Transactions Cleared But Not Yet Settled: This service category is a component of the FTR Potential Exposure. The FTR and ARR Transactions Cleared But Not Yet Settled are calculated on a monthly basis. If the net monthly value is positive, it is included in the FTR Potential Exposure calculation. If the net monthly value is negative, the value is not included in the FTR Potential Exposure calculation.

FTR Auction: An auction conducted periodically through which the Transmission Provider, subject to the Simultaneous Feasibility Test: (i) awards FTRs of various durations and (ii) facilitates the selling of existing FTRs between Market Participants.

FTR Auction Credit Allocation: The amount of the Applicant's and/or Tariff Customer's Total Credit Limit allocated to FTR Auctions.

FTR Auction Credit Exposure: Exposure to non-payment associated with the amount of the Applicant's and/or Tariff Customer's FTR Bids and Offers submitted in the auction.

FTR Auction Participant: A Market Participant that participates in an FTR Auction administered by the Transmission Provider.

FTR Auction Settled Transactions Exposure: The potential exposure to non-payment associated with FTR Auction transactions that have been cleared and settled.

FTR Bid: A bid to purchase an FTR through an FTR Auction.

FTR Bidder: A Market Participant submitting an FTR Bid.

FTR Delivery Point: The transaction Delivery Point specified in a receipt point to delivery point FTR.

FTR Holder: A Market Participant that owns one (1) or more FTRs.

FTR MCP: The price at which a set of Comparable FTRs are sold through an FTR Auction.

FTR Obligation: A receipt point to delivery point FTR that imposes a financial obligation on the FTR Holder if congestion exists in the direction from the FTR Delivery Point to the FTR Receipt Point.

FTR Offer: An offer to sell an FTR through an FTR Auction.

FTR Offeror: A Market Participant submitting an FTR Offer.

FTR Option: A receipt point to delivery point FTR that imposes no financial obligations on the FTR Holder under any conditions.

FTR Period: The period(s) of time on a given Day during which an FTR is in effect (On Peak,

Off Peak, or full Day time period(s)).

FTR Potential Exposure: The sum of exposure values as defined in Section V.B of Attachment L to this Tariff. Included are all FTR related charge types.

FTR Potential Exposure Violation: A condition that exists whenever a Tariff Customer's FTR Potential Exposure plus the larger of the FTR Auction Credit Allocation or FTR Auction Credit Exposure exceeds its Financial Security less its alternative capitalization requirement as further defined in Section V.C of Attachment L to this Tariff.

FTR Quantity: The quantity in MW specified in an FTR.

FTR Receipt Point: The transaction receipt point specified in an FTR.

FTR Transactions Cleared But Not Yet Settled: The value of the FTRs based on the clearing price(s) established as a result of an FTR Auction which has been cleared, but has not yet been settled.

Fuel Cost Uncertainty Adder: An amount determined by the Independent Market Monitor, not to exceed $100 per MWh, that is included in the Reference Level determination to account for fuel cost uncertainty when the resulting Reference Level exceeds $1,000 per MWh.

Full Responsibility Purchases: The total of all purchases coincident with the expected Demand of the LSE under which the seller is contractually obligated to deliver Energy plus reserves to the purchaser, expressed in MWs for the hour. Reserve provision by the seller as a percent must meet or exceed the PRM obligation for the purchasing LSE. Up Ramp Capability and Down Ramp Capability by the seller as a percent must meet or exceed the PRM obligation for the purchasing LSE. Short-Term Reserve provision by the seller as a

percent must meet or exceed the PRM obligation for the purchasing LSE. Each purchaser and seller must agree on which of their transactions are to be reported under this heading.

Full Responsibility Sales: The total of all sales coincident with the expected Demand of the LSE under which the seller is contractually obligated to deliver Energy plus reserves to the purchaser, expressed in MWs for the hour. Reserve provision by the seller as a percent must meet or exceed the PRM obligation for the purchasing LSE. Up Ramp Capability and Down Ramp Capability by the seller as a percent must meet or exceed the PRM obligation for the purchasing LSE. Short-Term Reserve provision by the seller as a percent must meet or exceed the PRM obligation for the purchasing LSE. Each purchaser and seller must agree on which of their transactions are to be reported.

ICAP Deferral Non-Compliance Charges: A charge that is assessed to a Market Participant that fails to submit GVTC results, demonstrate deliverability, demonstrate commercial operation, and/or replace ZRCs by the last Business Day prior to the start of any Season for which a Market Participant has an ICAP deferral associated with Planning Resources that participate in the Resource Adequacy Requirements provisions, including the Planning Resource Auction and the Fixed Resource Adequacy Plan, per Section 69A.7.9.

ICAP Deferral Notice: Notice provided by a Market Participant that elects to defer submission of ICAP results in accordance with Section 69A.7.9.

ICCP/ISN: Common communication protocols adopted to standardize information transfer.

Impacted Transmission Owner Large Load Network Upgrade(s) (ITO-Large Load Network Upgrades): Those additions, modifications, and upgrades to be made to the Transmission System that are located outside of the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load, including the Transmission Owner's system protection facilities to accommodate the interconnection of the Large Load to the Transmission System and are additions, modifications, and upgrades the Transmission Provider, through the Large Load Project Review process, has found to be necessary for the Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to the Large Load Transmission Customer. The Impacted Transmission Owner Large Load Network Upgrade(s) shall be set forth in a Large Load Impacted Transmission Owner Cost Recovery Agreement(s) in the form of Attachment MMM to the Tariff.

Import Schedule: An Interchange Schedule in which the Interchange Schedule Delivery Point lies within the MISO Balancing Authority Area and the Interchange Schedule Receipt Point lies outside of the MISO Balancing Authority Area.

Inadvertent Energy: The mathematical time integral deviation of a Balancing Authority's Net Scheduled Interchange subtracted from its Net Actual Interchange where a negative value denotes a condition of undergeneration and a positive value denotes overgeneration.

Inadvertent Energy Value: For the MISO Balancing Authority Area within the Transmission System, the calculated monetary value for each Hour of the Inadvertent Energy expressed in MWh multiplied by the MISO Balancing Authority Area's average generation Hourly Real-Time Ex Post LMP for the Hour.

Incremental Energy Cost: The area under a Generation Resource's, Demand Response Resource's–Type II, Electric Storage Resource's, or External Asynchronous Resource's offered incremental Energy cost curve, consisting of (MW, dollars per MW) pairs, between an upper and lower bound.

Independent Market Monitor (IMM): The person or person(s), or consulting firm or other entity, retained by the Transmission Provider to carry out the Plan described in Module D.

Information Request: A written request, in accordance with the terms of the Tariff, for disclosure of Confidential Information pursuant to Section 38.9.4 of the Tariff.

Inframarginal Rents: Estimated revenues from the Transmission Provider's Energy and Operating Reserves Markets in excess of production costs for a Generation Resource.

Initial Energy Storage Level: The stored Energy available from an Electric Storage Resource

for Energy or Operating Reserves at the start of the Day-Ahead Energy and Operating Reserve Market.

Initial Planning Reserve Margin Requirement (Initial PRMR): The PRMR based on the Planning Reserve Margin established in the Loss of Load Expectation (LOLE) study.

Inoperable Capacity: The amount of Generation Resources expected to be totally or partially unavailable due to: (i) scheduled outage during the reporting hours, including maintenance and planned outages, (ii) legal or regulatory restrictions, including environmental restrictions, (iii) extensive modifications or repairs, reduction in output due to hydro conditions, or (iv) a mothballed state.

Installed Capacity (ICAP): The amount of Capacity assigned to a Capacity Resource which is the lesser of the Capacity Resource's annual, seasonal, or monthly net demonstrated capability and the net output identified in the Capacity Resource's Interconnection and Operating Agreement.

Instructed Energy Mileage: The movement, in MW, that a Resource is asked to provide during a Dispatch Interval in response to Energy Dispatch Targets and Contingency Reserve Deployment Instructions using a resource's applicable ramp rate.

Instructed Regulating Mileage: The movement during a Dispatch Interval, in MW, that a resource is asked to provide in response to Regulation Deployment Instructions.

Instructed Total Mileage: The movement, MW, that a resource is asked to provide during a Dispatch Interval in response to Setpoint Instructions using the resource's applicable ramp rate.

Integrated Control Center System (ICCS): Integrated Control Center Systems for the

Transmission Provider.

Integrated Transmission Agreement (ITAs): Agreements regarding cost sharing and operational responsibilities between two or more parties involving joint construction and integrated ownership and operation of transmission facilities in a Balancing Authority Area, where there are several entities owning transmission facilities and only one entity has executed the ISO Agreement and transferred operational control of their facilities to the Transmission Provider. All ITAs shall be treated as GFAs under this Tariff.

Intellectual Property: The (i) ideas, designs, concepts, techniques, inventions, discoveries, or improvements, regardless of patentability, but including without limitation patents, patent applications, mask works, trade secrets, and know-how; (ii) works of authorship, regardless of copyright ability, including without limitation copyrights and any moral rights recognized by law; and (iii) any other similar rights.

Interchange: Energy transfers that cross Balancing Authority Area boundaries.

Interchange Distribution Calculator (IDC): A tool used by Reliability Coordinators in the Eastern Interconnection which calculates the distribution of energy flows over specific Flowgates and is used for assigned relief obligations and curtailments.

Interchange Schedule: An Import Schedule, Export Schedule, or Through Schedule.

Interchange Schedule Delivery Point: The location where an Interchange Schedule sinks. An Interchange Schedule Delivery Point can be a Point of Delivery, a Commercial Pricing Node, or an FTR Delivery Point.

Interchange Schedule Receipt Point: The location where an Interchange Schedule sources. An Interchange Schedule Receipt Point can be a Commercial Pricing Node, a Point of

Receipt, or an FTR Receipt Point.

Interconnected Operations and Congestion Management Service: The service that the Transmission Provider shall provide under Part II of Module F of this Tariff.

Interconnection Reliability Operating Limit (IROL): A System Operating Limit which, if exceeded, could lead to instability, uncontrolled separation, or cascading outages that adversely impact the reliability of the Bulk Electric System.

Interconnection and Operating Agreement (IOA): The form of interconnection agreement provided in Attachment R-4 to the Tariff.

Interconnection Service Limit: The maximum amount of interconnection service approved by the Transmission Provider associated with interconnecting a Generator or Generators to the Transmission System enabling the Transmission Provider to receive electric energy and capacity from a Generator or Generators at the point of interconnection, pursuant to the terms of an interconnection agreement or as otherwise agreed to by the Transmission Provider and the Generator or Generators and, if applicable, the Tariff.

Interconnection Service Limit Constraint: A constraint in the Security Constrained Unit Commitment, Security Constrained Economic Dispatch, and Security Constrained Economic Dispatch Pricing algorithms that collectively limits commitment and dispatch of all associated Co-located Resources sharing an Interconnection Service Limit at a single point of interconnection.

Inter-Control Center Protocol (ICCP): Common communication protocols adopted to standardize information transfers.

Interested Government Agencies: The Commission and the state regulatory commissions.

Interface: An external Commercial Pricing Node where an LMP will be calculated to settle Market Activities associated with Import Schedules, Export Schedules, or Through Schedules. Interfaces are specified in the Business Practices Manuals.

Interim Network Integration Transmission Service (Interim NITS): Network Integration Transmission Service provided under this Tariff on an interim basis, reserved and scheduled on an as-available basis, and subject to Curtailment or Interruption as set forth in Section 33.5 of this Tariff. Interim NITS is available only to Large Load Transmission Customers pending completion of the Large Load Network Upgrades necessary to commence NITS for the entire Load. Except as expressly provided, all terms and conditions governing Network Integration Transmission Service apply.

Intermittent Generation: A Resource or an External Resource that cannot be committed, de-committed, scheduled, or controlled to produce anticipated Energy or Ancillary Services.

Intermittent Resource: A Resource that is not capable of being committed or decommitted by, or following Setpoint Instructions of, the Transmission Provider in the Real-Time Energy and Operating Reserve Market.

Internal Commercially Pseudo-Tied Load: Load within the MISO Balancing Authority Area that a Market Participant defines in the Commercial Model as located in a Local Balancing Authority Area other than the Local Balancing Authority Area where the Load is physically located.

Internal Delivery Point: The Commercial Pricing Node used to determine the Transmission Usage Charge obligation of both the buyer and the seller under Financial Schedules. An Internal Delivery Point can be at any Commercial Pricing Node within the MISO

Balancing Authority Area and can be the same as the Source Point or the Sink Point specified on the Financial Schedule.

Internal FTRs: FTRs nominated from Network Resources that are internal to either the Local Balancing Authority Area or the state where the nominating entity is located, or both.

Interregional Coordination Process: The coordination process set forth in the Joint Operating Agreement between the Transmission Provider and PJM Interconnection, L.L.C.

Interregional Security Network (ISN): Common communication protocols adopted to standardize information transfers.

Interruptible Demand: The magnitude of customer demand that, in accordance with contractual arrangements can be interrupted by direct control of the Local Balancing Authority or by action of the customer at the direct request of the Local Balancing Authority. This demand reduction may be effected by the direct action of the Local Balancing Authority after notice to the customer in accordance with contractual provisions. Where an RE's agreements do not restrict its reserve-sharing pool to only the Local Balancing Authority, utilities acting as a Market Participant may become a member of the reserve-sharing pool. These utilities have the right to participate in the reserve-sharing pool, the right to call on operating reserves, and are obligated to supply reserves when called upon by other entities. A utility meeting the above conditions, and which has interruptible contracts with its retail customers, may control its interruptible demand without direction from the Local Balancing Authority.

Interruptible Load: The magnitude of customer load that, in accordance with contractual arrangements, can be interrupted by direct control of the Local Balancing Authority or by

action of the of the customer at the direct request of the Local Balancing Authority. Where an RE's agreements do not restrict its reserve-sharing pool to only the Local Balancing Authority, utilities acting as Market Participants may become members of the reserve-sharing pool. These utilities have the right to participate in the reserve-sharing pool, the right to call on operating reserves, and are obligated to supply reserves when called upon by other entities. A utility meeting the above conditions, and which has interruptible contracts with its retail customers, may control its Interruptible Load without direction from the Local Balancing Authority. The portion of a Large Load served under Interim NITS shall be deemed Interruptible Load.

Interruption: A reduction in Non-Firm Point-To-Point Transmission Service due to economic reasons pursuant to Module B, Section 14.7, or Section 27A of this Tariff.

Irrevocable Letter of Credit: A Letter of Credit naming Transmission Provider as beneficiary taking the form found in Exhibit II of Attachment L of this Tariff.

IRS: The Internal Revenue Service.

ISO: The Midcontinent Independent System Operator, Inc., also referred to herein as "MISO" or the "Transmission Provider."

ISO Agreement: The Agreement of Transmission Facilities Owners To Organize the Midcontinent Independent System Operator, Inc., on file with the Commission detailing the rights and obligations of the Transmission Provider.

Issuer Rating: Rating provided by a Rating Agency, representing the Rating Agency's opinion of an obligor's capacity to meet its financial obligations.

ITC: An independent transmission company that has executed an Appendix I Agreement with

the Transmission Provider and the Transmission Owners.

ITC Grandfathered Agreements(s): An agreement(s) under which an ITC will perform pursuant to its terms and conditions, consistent with the Commission's policies, rather than under the terms of this Tariff or the ITC Rate Schedule. Such agreements are set forth in Attachment P. For an ITC Participant that is not a public utility under the Federal Power Act, the ITC Grandfathered Agreement(s) shall be as defined in an agreement with the ITC. ITC Grandfathered Agreement(s) shall include a service agreement under an ITC Participant's tariff that is superseded by this Tariff only if the service agreement was entered into as part of a Commission-approved settlement for a jurisdictional ITC Participant or in accordance with an agreement between an ITC and a non jurisdictional ITC Participant.

ITC Participant: An entity that is participating in an ITC.

ITC Participant Transfer Agreement: The agreement between an ITC Participant and the ITC pursuant to which the ITC Participant has transferred ownership or functional responsibility of its transmission facilities to the ITC.

ITC Rate Schedule: All schedules of rates, terms and conditions for ITC Service under this Tariff.

ITC Service: Services provided by an ITC under this Tariff.

ITC System: The portion of the Transmission System owned, controlled, or operated by an ITC and that is part of the Transmission Provider Transmission System as defined herein.

Large Load: Load with Demand of 50 MW or more associated with any facility or aggregation of facilities located at a single substation behind one or more Point(s) of Withdrawal from the Transmission System that is owned, operated, or controlled by: (a) a single entity, or (b) a group of entities that will coordinate with respect to the profile of the Load. Large Load does not include Load used exclusively for charging an Electric Storage Resource.

Large Load Equipment: Any of the facilities, devices, or equipment that constitutes a part of a Large Load, or are used to interconnect the Large Load to the Transmission System.

Large Load Network Upgrade: Those additions, modifications, and upgrades to be made to the Transmission System that are to be located inside the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load, including Transmission Owner's system protection facilities, which are required to accommodate the interconnection of the Large Load to the Transmission System and are additions, modifications, and upgrades the Transmission Provider, through the Large Load Project Review process, has found to be necessary for the Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to the Large Load Transmission Customer. The Large Load Network Upgrade(s) shall be set forth in Exhibit B to the Large Load Cost Recovery Agreement in the form of Attachment LLL to the Tariff.

Large Load Transmission Customer: A Transmission Customer taking or requesting to take Transmission Service on behalf of a Large Load.

Legitimate Risks: Business operation risks, incurred by a Market Participant, that increase as a result of providing any of the products described in the Tariff. These risks include, but

are not limited to, the risk of repair expenses; business interruption due to outages resulting from either a failure to start, or unplanned outages that occur when the facility is in service; regulatory restrictions; and disruptions from labor relations problems. These risks are in the nature of marginal costs included in Reference Levels. In contrast, the risk associated with fuel purchase price is not a component of Reference Levels, but rather a basis for the Fuel Cost Uncertainty Adder and some of the conduct thresholds under Module D.

Letter of Credit: A Credit Support Document taking the form found in Exhibit II of Attachment L to this Tariff.

Line Outage Distribution Factor (LODF): The percent of flow on line A, which is transferred to line B for the loss of line A.

Load: A term that refers to either an end-user of Energy, net of system losses, or the amount of Energy (MWh) consumed by such end-user within the Transmission Provider Region.

Load Forecast: An estimate of the amount of Energy (MWh) or Capacity (MW) to be consumed within the Transmission Provider's Region, prepared by the Transmission Provider based upon input from Local Balancing Authorities and Load Serving Entities, and used in the Transmission Provider's scheduling and dispatch decisions to ensure reliable operation of the MISO Balancing Authority.

Load Modifying Resource: A Demand Resource or Behind the Meter Generation Resource.

Load Modifying Resource Market Participant (LMR MP): A Market Participant that has the rights to control the energy demand or the energy production from a Load Modifying Resource.

Load Ratio Share: Ratio of a Transmission Customer's Network Load in a Zone to the total Load in that pricing Zone computed in accordance with Module B, Section 34.2 of this Tariff.

Load Serving Entity (LSE): Any entity that has undertaken an obligation to serve Load for end-use customers by statute, franchise, regulatory requirement or contract for Load located within or attached to the Transmission System, including but not limited to purchase-selling entities and retail power marketers with the obligation to serve Load. Where a distribution cooperative or a municipal distribution system otherwise covered by the prior sentence is a wholesale customer of a generation and transmission cooperative or a municipal Joint Action Agency, the generation and transmission cooperative, a state or federal agency or municipal Joint Action Agency may act as the Load Serving Entity for such distribution cooperative or municipal distribution system. Where retail Load switching occurs in a state, the entity with the obligation to serve Load is the LSE

Load Shedding: The systematic reduction of system demand by temporarily decreasing Load in response to a Transmission System Emergency, Local Transmission Emergency, or MISO Balancing Authority Area or Sub-Area Capacity shortages, system instability, or voltage control considerations under Module B and Module C, of this Tariff.

Load Zone: A Zone determined by Market Participants representing an aggregate area of consumption for a single Load Serving Entity within the MISO Balancing Authority Area and used for the purposes of scheduling, reporting Actual Energy Withdrawal volumes, and settling Energy transactions at aggregated Load levels, approved and maintained by the Transmission Provider to facilitate transactions. A Large Load receiving Interim

NITS service must represent both firm and non-firm portions of the Load as distinct Load Zones that cannot be combined with other Loads.

Local Balancing Authority (LBA): An operational entity or a Joint Registration Organization which is (i) responsible for compliance to NERC for the subset of NERC Balancing Authority Reliability Standards defined in the Balancing Authority Agreement for their local area within the MISO Balancing Authority Area, (ii) a Party to Balancing Authority Agreement, excluding MISO, and (iii) shown in Appendix A to the Balancing Authority Agreement.

Local Balancing Authority Area: Shall have the meaning set forth in the Balancing Authority Agreement.

Local Clearing Requirement (LCR): The minimum amount of Seasonal Accredited Capacity for an LRZ that is required to meet its LOLE for each Season while fully using the Zonal Import Ability for such LRZ and accounting for controllable exports.

Local Clearing Requirement Charge: A charge that is assessed to Load Serving Entities whenever an LRZ's Auction Clearing Price for a Season is increased due to its LCR being greater than the sum of individual Final PRMR of the LSEs.

Local Reliability Requirement (LRR): The minimum amount of Unforced Capacity for an LRZ to meet its LOLE for each Season, without considering transmission ties to systems outside of the LRZ.

Local Resource Zone (LRZ): A geographic area within the Transmission Provider Region that is prescribed by the Transmission Provider, based upon the criteria in Section 68A.3, to address congestion that limits Planning Resource deliverability.

Local Resource Zone Peak Demand: The Demand in MWs, for an LSE and/or EDC, in a Local Resource Zone that occurs coincident to the peak Demand for each Season in the Local Resource Zone, where all Demand has been augmented to include any known reductions in Demand related to LMRs.

Local Short-Term Reserve: Short-Term Reserve available to the Transmission Provider to address transmission constraints in any Reserve Zone(s).

Local Short-Term Reserve Requirements: The amount of Local Short-Term Reserve, as determined pursuant to Module C of the Tariff, that the Transmission Provider is required to procure in a Reserve Zone.

Local Transmission Emergency: Transmission System conditions or events that have the potential to exceed or have exceeded operating limits that do not pose a risk of cascading to the interconnection but require emergency-level actions.

Locational Marginal Price (LMP): A price for Energy at a given Commercial Pricing Node in the Transmission Provider Region which is the marginal cost of serving demand at the Commercial Pricing Node while meeting Zonal and Market-Wide Operating Reserve Requirements, Up Ramp Capability requirements, Down Ramp Capability requirements, and Short-Term Reserve Requirements. Such price may be either Ex Ante or Ex Post.

Long-Term Firm Point-To-Point Transmission Service: Firm Point To Point Transmission Service under Module B of this Tariff with a term of one (1) year or more.

Long Term Transmission Rights (LTTR): ARRs allocated in Stage 1A of the Annual ARR Allocation process. LTTRs carry annual rollover rights lasting ten (10) years or more.

Look Ahead Commitment (LAC): A process performed during the Real-Time Energy and

Operating Reserve Market that develops Resource commitment and decommitment options that may be used by the Transmission Provider to ensure sufficient Resources will be available to meet Load Forecast, Operating Reserve, Up Ramp Capability, Down Ramp Capability, Short-Term Reserve and other demand requirements for the near term intra-hour intervals.

Loss of Load Expectation (LOLE): An estimate of the average number of days with supply interruption to end use customers, whether for a single hour or multiple hours in a day.

Loss of Load Probability Curve: The probability of shedding firm Load under varying levels of Contingency Reserve shortages, to be used in accordance with Schedule 28. This curve is further described in the Transmission Provider's Business Practices Manual for the Energy and Operating Reserves Markets (BPM-002).

Loss Pools: A single Local Balancing Authority Area or an aggregation of Local Balancing Authority Areas, including those Local Balancing Authority Areas operated by Coordinating Owners consistent with the terms and provisions of the Coordinating Owners agreement, designated by the Transmission Provider for the purposes of calculating and distributing Day Ahead and Real Time Hourly Marginal Losses Revenue Surplus.

Lost Opportunity Cost: The LMP revenues that were not realized relative to a theoretical future operating point.

Narrow Constrained Area: An electrical area in the Transmission Provider Region identified by the IMM that is defined by one or more Binding Transmission Constraints, or binding Post Reserve Deployment Constraints (other than Sub-Regional Power Balance Constraints), or binding Sub-Regional Power Balance Constraint into the Second Planning Area, that are expected to be binding for at least five hundred (500) hours during a given year and within which one or more suppliers are pivotal.

Native Load Customers: The wholesale and retail power customers of Load Serving Entities on whose behalf the Transmission Owner(s) and ITC Participant(s), by statute, franchise, regulatory requirement, or contract, has (have) undertaken an obligation to construct and operate the Transmission Owner(s') and ITC Participant(s') system(s) to meet the reliable electric needs of such customers.

NERCNet: The NERC frame relay network.

NERC Registered Balancing Authority: A Balancing Authority that has registered pursuant to the NERC Organization, Registration and Certification Procedures, as required under the Balancing Authority's delegation agreement with NERC.

NERC Registered Transmission Operator: A Transmission Operator that has registered pursuant to the NERC Organization, Registration and Certification Procedures, as required under the Balancing Authority's delegation agreement with NERC.

NERC Registered Transmission Provider: A transmission provider that has registered pursuant to the NERC Organization, Registration and Certification Procedures, as required under the Balancing Authority's delegation agreement with NERC.

NERC Reliability Coordinator Standards of Conduct: The NERC agreement that requires

Reliability Coordinators to provide an explanation of how they are complying with the independence requirement and otherwise implementing the standards of conduct approved by the Board of Trustees.

NERC System Data Exchange (SDX): A NERC support service provided for the benefit of Reliability Coordinators and other system operators that facilitates the exchange of data among Reliability Coordinators.

Net Cost of New Entry (Net CONE): The capital, operating, financial and other costs of acquiring a new Generation Resource within the Transmission Provider Region for any designated LRZ, after netting out Inframarginal Rents.

North American Electric Reliability Corporation (NERC): The Electric Reliability Organization, or its successor organization, responsible for the oversight of Regional Entities established to ensure the reliability and stability of the regions.

North American Electric Standards Board (NAESB): The North American Electric Standards Board, or its successor.

Net Actual Interchange: Algebraic sum of all metered Interchange over all metered interconnections between two physically adjacent Balancing Authority Areas.

Net Benefits Price Threshold (NBPT): A value expressed in $/MWh corresponding to the point along the Net Benefits Supply Curve where elasticity is less than or equal to one for all greater quantities beyond which the benefits from the reduced LMP resulting from dispatching of DRR exceeds the payments made to the Demand Response Resources.

Net Benefits Supply Curve: A mathematical representation of the supply curve derived from prior year Real Time Offers of available Resources, excluding DRR, and other variables

that will be updated monthly by the Transmission Provider as new data becomes available.

Net Output: Net Output of a Facility during any Month means: i) with respect to the On-Site Self Supply of Station Power, the gross Energy output from the Facility less Station Power requirements for such Facility during that Month; or ii) with respect to the Remote Self Supply of Station Power, the aggregate of the gross Energy output from the Facility requiring Station Power service plus the Energy scheduled for Remote Self Supply to such Facility, less the Station Power requirements of such Facility during that Month. For the purposes of Schedule 20, any Energy that falls under the definition of Station Power must be netted against Energy produced during the Month.

Net Scheduled Interchange (NSI): The algebraic sum of all Interchange Schedules across a given path or between Balancing Authorities for a given period or instant in time.

Network Customer: An entity receiving Transmission Service pursuant to the terms of the Transmission Provider's Network Integration Transmission Service under Module B of this Tariff.

Network Integration Transmission Service: The Transmission Service provided under Module B of this Tariff. Unless expressly provided otherwise in this Tariff, Network Integration Transmission Service shall also include Interim NITS provided pursuant to Exhibit 4 of Attachment F.

Network Load: The Load that a Network Customer designates for Network Integration Transmission Service under Module B of this Tariff. The Network Customer's Network Load includes all Load served by the output of any Network Resources designated by the

Network Customer. A Network Customer may elect to designate less than its total Load as Network Load but may not designate only part of the Load at a discrete Point of Delivery. Where an Eligible Customer has elected not to designate a particular Load at discrete Points of Delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Module B of this Tariff for any Point To Point Transmission Service that may be necessary for such non-designated Load. Network Loads under Schedule 9 – Michigan of this Tariff for the Transmission System (Michigan) must be directly interconnected with the Transmission System (Michigan) or through the Distribution Facilities in the Transmission System (Michigan). Unless expressly provided otherwise in this Tariff, Network Load shall also include all portions of a Large Load taking Interim NITS service under Exhibit 4 of Attachment F.

Network Model: A representation of the Eastern Interconnection which contains generation, transmission, and Load elements.

Network Operating Agreement: An executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Network Integration Transmission Service under Module B of this Tariff.

Network Operating Committee: A group made up of representatives from the Network Customer(s), the Transmission Provider, and the affected Transmission Owner(s) established to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Module B of this Tariff.

Network Resource: Any designated Generation Resource, External Resource or portion thereof, that is owned or leased by a Network Customer, or whose output is under contract to a Network Customer, and that is designated under the Network Integration Transmission Service provisions of Module B in this Tariff. Network Resources do not include any Resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program.

Network Resource Interconnection Service (NR Interconnection Service): shall mean an Interconnection Service that allows Interconnection Customer to integrate its Generating Facility with the Transmission System in the same manner as for any Generating Facility being designated as a Network Resource. Network Resource Interconnection Service does not convey transmission service. Network Resource Interconnection Service shall include any network resource interconnection service established under an agreement with, or the tariff of, a Transmission Owner prior to integration into MISO, that is determined to be deliverable through the integration deliverability study process.

Network Upgrades: All or a portion of the modifications or additions to transmission related facilities that are integrated with and support the Transmission Provider's overall Transmission System for the general benefit of all Users of such Transmission System.

New LSE: A Load Serving Entity for new Load, within the Transmission Provider's Balancing Authority Area, that is served from Transmission Facilities under the functional control of the Transmission Provider as a result of a Transmission Owner transferring functional

control of its transmission facilities to the Transmission Provider through execution of the Transmission Owners Agreement, irrespective of whether such LSE is a new or an existing Member. An LSE that serves Load not already subject to RAR, shall be referred to as a "New LSE."

New Transmission Access Projects: Network Upgrades identified in Facilities Studies and agreements pursuant to requests for transmission delivery service or transmission interconnection service under this Tariff. This includes projects needed to maintain reliability while accommodating the incremental needs associated with requests for new transmission or interconnection service, as determined in Facilities Studies associated with such requests. These projects are either Generation Interconnection Projects or Transmission Delivery Service Projects.

Next-Hour Transmission Service: Point To Point Transmission Service that (i) is reserved for one (1) Hour and (ii) is requested within sixty (60) minutes before the start of the schedule.

Node: A physical location represented in the Network Model.

No Load Offer: The compensation request in a Generation Offer or Demand Response Resource Type II Offer, in dollars, by a Market Participant representing the fees requested by the Market Participant for operating a Generation Resource or Demand Response Resource Type II at zero (0) MW.

Non-Binding Settlement Zone: Any Reserve Zone with a Market Clearing Price for Regulating Reserve, Spinning Reserve, Supplemental Reserve, or Short-Term Reserve, as applicable, derived in the Day-Ahead Energy and Operating Reserve Market or in the Real-Time

Energy and Operating Reserve Market that has any zero Market Clearing Price Zonal Terms for Operating Reserves or Short-Term Reserve, used for the purposes of allocating Operating Reserve and Short-Term Reserve costs in accordance with Schedules 3, 5, 6, and 51, respectively.

Non-Disclosure Agreement: An agreement established between the Transmission Provider and affected parties governing the disclosure of Confidential Information; provided, however, that in the case of such an agreement between an Authorized Requestor and the Transmission Provider pursuant to Section 38.9.4 of the Tariff, the applicable form is appended to the Tariff as Attachment EE, wherein the Authorized Requestor is given access to otherwise restricted Confidential Information.

Non-Excessive Energy: Energy injected or withdrawn by a Resource at a Commercial Pricing Node in a Dispatch Interval in the Real-Time Energy and Operating Reserve Market that is less than or equal to that Resource's Excessive Energy Threshold.

Non-Firm Point-To-Point Transmission Service: Point To Point Transmission Service under this Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 14.7 of this Tariff. Non-Firm Point To Point Transmission Service is available on a stand alone basis for periods ranging from one (1) hour to one (1) month.

Non-Firm Sale: An Energy sale for which receipt or delivery may be interrupted for any reason or no reason, without liability on the part of either the buyer or seller.

Non-Firm Transmission Service: The portion of Load served under Non-Firm Point-To-Point Transmission Service, or under Interim NITS pursuant to Exhibit 4 of Attachment F.

Non-Foreign Guarantor: A Guarantor that is organized under the laws of a jurisdiction within the United States or Canada.

Non-Foreign Guaranty: A Corporate Guaranty accepted from a Guarantor that is organized under the laws of a jurisdiction within the United States or Canada.

Non-FTR Credit Limit: The amount of Unsecured Credit approved by Transmission Provider for Applicant and/or Tariff Customer, plus any Available Non-FTR Financial Security.

Non-FTR Potential Exposure: The sum of exposure values as defined in Section V.A of Attachment L to this Tariff. Included are all non-FTR related charge types.

Non-FTR Potential Exposure Violation: A condition that exists whenever a Tariff Customer's Non-FTR Potential Exposure equals or exceeds its Non-FTR Credit Limit as further defined in Section V.C of Attachment L to this Tariff.

Non-owner Member: Non-owner Member as defined in the ISO Agreement.

Non Public Power: For credit scoring purposes, any Applicant or Market Participant that does not meet the definition of a Public Power entity.

Non Public Power Composite Score: For credit scoring purposes, the weighted average value of the Non-Public Power Qualitative Score and the Non-Public Power Quantitative Score. The relative weights are forty percent (40%) and sixty percent (60%), respectively.

Non Public Power Qualitative Score: A component of a Non Public Power Composite Score which has, for credit scoring purposes, a value ranging from 1 to 6.99, with 1 being the best and 6.99 being the worst. The value is based on a review by the Transmission Provider of qualitative factors relative to an Applicant's business, including, but not limited to: i) regulatory; ii) legal; iii) demographic; and iv) energy supply/price factors as

provided in Attachment L to this Tariff.

Non Public Quantitative Score: A component of a Non Public Power Composite Score which has, for credit scoring purposes, a value ranging from 1 to 6.99, with 1 being the best and 6.99 being the worst. The value is based on a review by the Transmission Provider's credit scoring model in Attachment L to this Tariff.

Notification Deadline: The cut-off time, four hours prior to the operating hour, by which schedule changes must be reported to the Transmission Provider to enable it to reflect such changes in the RAC process or the LAC process.

Notification Deadline Dispatchable Intermittent Resource (DIR) Forecast: An optional notification, in MW, of a Forecast Maximum Limit for a DIR prior to the Notification Deadline. If a Notification Deadline DIR Forecast is not submitted, it will be deemed to be equal to the Day-Ahead Schedule.

Partial-Year FTR Allocation: The procedure used by the Transmission Provider to allocate FTRs to Market Participants in the new ARR Zones added as a result of Transmission Provider Region expansion that becomes effective after the start of the Annual ARR Allocation period. The Partial-Year FTR Allocation will cover the partial year period when the new ARR Zone(s) become effective to the start of the next Annual ARR Allocation. For the partial year period, the Market Participants in the new ARR Zone(s) may request an allocation of FTRs, which will be in lieu of an allocation of ARRs.

Party(ies): The Transmission Provider, ITC where appropriate, Market Participants, Transmission Customers, or any combination of the above.

Past Due Amount: Any amount invoiced by the Transmission Provider that is not paid when due.

Peak Reserved Source Set: Set of Resources including those constituting the Baseload Reserved Source Point that have met the Resource Qualification Requirements for inclusion as a Reserved Source Point for a given ARR Zone.

Peak Usage: A Market Participant's Total Forecasted Peak Load in a given ARR Zone for the upcoming Annual ARR Allocation period calculated using the immediate prior three year actual peak Loads. The Total Forecast Peak Load is the sum of the forecast Network Integration Transmission Service peak Load, excluding the portion of a Large Load taking Interim NITS, for the upcoming allocation period plus peak Load served by Option A – Grandfathered Agreements plus peak Load served by Option B – Grandfathered Agreements. Load that is associated with a Firm Service Step Up request shall not be included in the Total Forecast Peak Load calculation until all associated

Network Upgrades, Large Load Network Upgrades and/or ITO-Large Load Network Upgrades have been completed.

Penalty Level: A component of a mitigation measure described in Module D that represents the amount of Energy purchased by a Market Participant that is an LSE or represents an LSE in the Real Time Energy Market in excess of the Allowance Level the entity is subject to.

Physical Withholding Threshold Quantity: Threshold employed by the IMM to identify physical withholding by a supplier of Planning Resources for the Planning Resource Auction, expressed in MW.

Plan: The Transmission Provider's Market Monitoring Plan set forth in Module D of this Tariff.

Planned Transmission Outage: Any transmission outage scheduled for the performance of maintenance or repairs or the implementation of a system enhancement which is planned in advance for pre-determined duration and which meets the notification requirements for such outages as specified by the Transmission Provider.

Planning Advisory Committee: A committee of stakeholders established under the ISO Agreement for the purpose of providing input to the planning staff on the development of the MTEP.

Planning Area(s): A collective or alternative reference to the First Planning Area and/or the Second Planning Area.

Planning Coordinator: The entity responsible for the longer term reliability of its planning coordinator area.

Planning Reserve Margin (PRM): The percentage above forecasted Coincident Peak Demand of Planning Resources for the Transmission Provider Region in order to meet the LOLE.

This percentage will include a quantity sufficient to cover transmission losses.

Planning Reserve Margin Requirement (PRMR): The amount of ZRCs required of each LSE with Coincident Peak Demand in an LRZ to meet the LSE's Resource Adequacy Requirements in each Season.

Planning Resource: A Capacity Resource or Load Modifying Resource that can be used to satisfy PRMR.

Planning Resource Auction (PRA): Auctions conducted by the Transmission Provider to determine the ACP and the cleared ZRC Offers for each LRZ and ERZ for each Season in the applicable Planning Year.

Planning Year: The period of time from June 1st of one year to May 31st of the following year that is used for developing Resource Plans. The first Planning Year shall commence on June 1, 2009.

PMAX: The maximum Generator real power output reported in MWs on a seasonal basis.

PMIN: The minimum Generator real power output reported in MWs on a seasonal basis.

Point(s) of Delivery: Point(s) on the Transmission System where Capacity and Energy transmitted by the Transmission Provider will be made available to the Receiving Party under Module B and Module C of this Tariff. The Point(s) of Delivery shall be specified in the Service Agreement for Long Term Firm Point To Point Transmission Service or the HVDC Service Agreement.

Point(s) of Receipt: Point(s) of interconnection on the Transmission System where Capacity and Energy will be made available to the Transmission Provider by the Delivering Party under Module B and Module C of this Tariff. The Point(s) of Receipt shall be specified

in the Service Agreement for Long Term Firm Point To Point Transmission Service or the HVDC Service Agreement.

Point(s) of Withdrawal: The point(s) where a non-transmission facility that is used to withdraw Energy from the Transmission System to serve Load connects to the Transmission System.

Point-To-Point Transmission Service: The reservation of Capacity and of Energy on either a firm or non firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Module B of this Tariff.

Portfolio: For Multi-Value Project purposes, means two or more Multi-Value Projects proposed to be located in one or more Transmission Pricing Zones that, when evaluated together, are expected to result in system-wide benefits across the MISO footprint or benefits across the subregion. For purposes of the Portfolio, subregion refers to either the MISO Midwest MVP Cost Allocation Subregion or MISO South MVP Cost Allocation Subregion.

Post Reserve Deployment Constraints: The post zonal Operating Reserve and Short-Term Reserve deployment flows on the transmission constraints and Sub-Regional Power Balance Constraints, used to determine the Co-optimized Zonal Regulating Reserve Requirement, Co-optimized Zonal Contingency Reserve Requirement, Co-optimized Zonal Spinning Reserve Requirement, and Co-optimized Zonal Short-Term Reserve Requirement, for each Reserve Zone.

Post Reserve Deployment Constraints Demand Curve: Demand curves used to price Post Reserve Deployment Constraints.

Power Purchaser: The entity that is purchasing the Capacity and reserved Energy to be transmitted under this Tariff.

PPA Schedule: Schedule associated with a PPA that is executed after April 3, 2014.

Pre-Confirmed Application: An Application that commits the Eligible Customer to execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.

Price Sensitive Demand Bids: Demand Bids in which the Market Participant specifies a maximum price (dollars per MWh) at which the Market Participant desires to purchase the designated MWh of Energy.

Price Taker: A Market Participant with an Energy and/or Operating Reserve Offer not capable of setting LMPs or MCPs.

Production Costs: The Energy output cost of a Generation Resource or a Demand Response Resource-Type II based upon Start Up, No Load and Energy Offer cost components set forth in an Offer or the Energy reduction cost of a Demand Response Resource-Type I based upon Shut Down Offer, Hourly Curtailment Offer and Energy Offer cost components set forth in an Offer.

Project Cost: All costs for Network Upgrades, as determined by the Transmission Provider to be a single transmission expansion project, including those costs associated with seeking and obtaining all necessary approvals for the design, engineering, construction, and testing of the Network Upgrades. These Network Upgrades will include costs classified by the Transmission Owners and Independent Transmission Companies as transmission plant using the Uniform System of Accounts 350 through 359 or equivalent set of accounts for any Coordinating Owner.

Project Financial Security: The Cash Deposit or Irrevocable Letter of Credit described in Appendix 1 to Attachment FF of the Tariff that a Selected Developer is required to provide.

Proposal: A proposal to construct, implement, own, operate, maintain, repair, and restore all Competitive Transmission Facilities associated with a Competitive Transmission Project, in response to a Request for Proposal. Proposals may be submitted in one of two different forms: (i) a Single-Developer Proposal; or (ii) a Joint-Developer Proposal. The term "Proposal" shall include "Single-Developer Proposal" and "Joint-Developer Proposal".

Proposal Cure Period: A period of time, as set forth within Attachment FF, Section VIII.D.10, allowed for an RFP Respondent to correct deficiencies identified by the Transmission Provider in its previously submitted Proposal. The Proposal Cure Period commences upon notification by the Transmission Provider to an RFP Respondent of deficiencies in its Proposal.

Proposal Participant(s): Any entity or entities involved in a Proposal, excluding the RFP Respondent(s), that will co-own the Competitive Transmission Project and rely on the RFP Respondent(s) to be the Selected Developer(s) responsible for constructing and implementing the Competitive Transmission Facilities associated with the Competitive Transmission Project. Proposal Participants may be identified in a Proposal as responsible for one or more aspects of operations, maintenance, repair, or restoration, on terms comparable to those that would apply if the RFP Respondent(s) intended to rely on a third-party contractor.

Proposal Submission Deadline: The date and time Proposals must be submitted to the

Transmission Provider by in order to be considered and evaluated by the Transmission Provider. The Submission Deadline shall be no later than 5:00 PM EPT on the date specified in the RFP, which shall not exceed one hundred and sixty-five (165) Calendar Days from the date the RFP was issued by the Transmission Provider, unless such date falls on a Saturday, Sunday, or MISO observed holiday in which case the Proposal Submission Deadline shall be the next Business Day that is not a MISO observed holiday.

Proposed Generator Planned Outage: The planned removal from service, in whole or in part, of a Generation Resource for inspection, maintenance or repair for which the Generation Owner has sought or will seek approval from the Transmission Provider for such planned removal in accordance with the Business Practices Manuals.

Protected Information: Privileged and non public information to be maintained by the Transmission Provider.

Proxy Offers: The Offers created for resources that are deployed during Emergency operating procedures by the Transmission Provider as specified in Schedule 29A.

Pseudo-tie: A telemetered reading or value that is updated in real time and used as a tie line flow in the Area Control Error equation but for which no physical tie or energy metering actually exists. The integrated value is used as a metered MWh value for interchange accounting purposes. Pseudo tied status of Resources and Loads may only be changed during Network Model updates and the timing of such updates shall be as defined in the Business Practices Manuals.

Pseudo-tie Agreement: The Agreement between MISO and a Market Participant included as Attachment FFF-1 or Attachment FFF-2 to this Tariff, as applicable, outlining the terms and conditions of the real-time transfer of control of a generating unit or load to (or from)

the MISO Balancing Authority Area from (or to) a specified external Balancing Authority Area.

Public Power: For credit scoring purposes, an Applicant or Market Participant that is a not for profit municipality, cooperative, Joint Action Agency, or agent representing one or more Public Power entities and whose credit quality is directly derived from the credit quality of the Public Power entities represented through the agency relationship.

Public Power Composite Score: For credit scoring purposes, the weighted average value of the Public Power Qualitative Score and the Public Power Quantitative Score. The relative weights are sixty percent (60%) and forty percent (40%).

Public Power Qualitative Score: A component of a Public Power Composite Score which has, for credit scoring purposes, a value ranging from 1 to 6.99, with 1 being the best and 6.99 being the worst. The value is based on a review by the Transmission Provider of qualitative factors relative to an Applicant's business, including but not limited to: i) regulatory; ii) legal; iii) demographic; and iv) energy supply/price factors as provided in Attachment L to this Tariff.

Public Power Quantitative Score: A component of a Public Power Composite Score which has, for credit scoring purposes, a value ranging from 1 to 6.99, with 1 being the best and 6.99 being the worst. The value is based on a review by the Transmission Provider of various financial metrics as detailed in the Transmission Provider's credit scoring model in Attachment L.

Tangible Net Worth: All assets (excluding any intangible assets such as goodwill) less all liabilities (calculated in accordance with GAAP). Any such calculation may be revised by Transmission Provider upon review of the available financial information.

Target Allocation: A payment or charge to FTR Holders consistent with the Cost of Congestion in the Day-Ahead Energy and Operating Reserve Market.

Targeted Appendix A Project: The preferred solution to one or more Transmission Issues consistent with Attachment FF, Section I.C.1.b.i.e and recommended by MISO staff for inclusion in Appendix A of the current year MTEP.

Targeted Demand Reduction Level: The amount of demand reduction in MW that can be provided by a Demand Response Resource-Type I in response to a Contingency Reserve Deployment Instruction or Energy Commitment within the Contingency Reserve Deployment Period.

Targeted Monthly Recovery Amount (TMRA): The dollar target for recovery under the Schedule 10 ISO Cost Recovery Adder for each month based on the Transmission Provider's budgeted costs or forecasted costs to be recovered under Schedule 10 for that month exclusive of the costs to be recovered under Schedule 10-D and Schedule 10-G; and a true-up amount from the prior month, as provided in Schedule 10.

Tariff: Shall mean the Open Access Transmission, Energy and Operating Reserve Markets Tariff, including all schedules or attachments thereto, of the Transmission Provider as amended from time to time. The term Tariff shall endure to include any successor tariff or rate schedule approved by the Commission.

Tariff Customer: A Market Participant, Transmission Customer or Coordination Customer.

Third-Party Sale: Any sale for resale, in interstate commerce, to a Power Purchaser that is not designated as part of Network Load under Network Integration Transmission Service.

Third-Party Supply: The provision of Station Power for a Facility net of On-Site Self-Supply and Remote Self-Supply or instead of On-Site Self Supply and Remote Self-Supply, pursuant to an applicable retail rate or tariff.

Through Schedule: An Interchange Schedule in which both the Point of Receipt and Point of Delivery are external to the Transmission Provider Region.

Tolerance Band: The band within which there is no Excessive Energy or Deficient Energy calculated.

Topology Adjustment: Any positive adjustment due to the combined effect of incremental loop flow and topology changes occurring during the Real-Time Energy and Operating Reserve Market.

Total Credit Limit: The amount of any Unsecured Credit approved by Transmission Provider for Applicant and/or Tariff Customer, plus the amount of any Financial Security less any Financial Security restricted for alternative capitalization as defined in Section III of Attachment L to this Tariff approved by Transmission Provider and provided by the Applicant and/or Tariff Customer to Transmission Provider.

Total Forecast Peak Load: The sum of the forecast Network Integration Transmission Service excluding Load served through Interim NITS, peak Load for the upcoming allocation period plus peak Load served by Option A – Grandfathered Agreements plus peak Load served by Option B – Grandfathered Agreements. Load associated with a Large Load with a Firm Service Step Up request may not be included in the Total Forecast Peak Load

calculation until all associated Network Upgrades, Large Load Network Upgrades and/or ITO-Large Load Upgrades have been completed.

Total FTR Obligations: The sum of FTR Potential Exposure and FTR Auction Credit Allocation.

Total Multi-Value Project Benefit-to-Cost Ratio: The benefit-to-cost ratio associated with a specific Multi Value Project proposed to generate economic value and defined as the ratio of the present value of the total financially quantifiable benefit of the Multi Value Project evaluated over the first twenty years of the Multi Value Project's life to the present value of the annual revenue requirements of the Multi Value Project evaluated over the first twenty years of the Multi Value Project's life.

Total Potential Exposure: The sum of exposure values as defined in Section V of Attachment L to this Tariff.

Total Transfer Capability (TTC): The amount of electric power that can be moved or transferred reliably from one area to another area of the interconnected transmission systems by way of all transmission lines (or paths) between those areas under specified system conditions.

Transition Period: The six (6) year period beginning February 1, 2002, the first day the Transmission Provider began providing Transmission Service, and ending January 31, 2008, the last day of the sixth year after the Transmission Provider began providing Transmission Service.

Transitional Auction Clearing Price (Transitional ACP): The auction clearing price resulting from a Transitional Planning Resource Auction pursuant to Section 69A.11.9.b.

Transmission Charges: The revenue collected by the Transmission Provider under this Tariff related to Transmission Service, including the revenue collected for amounts billed under Module B, Schedule 26-A, Schedule 31, and Part I of Module F. Transmission Charges include, but are not limited to, Transmission Trust Revenues.

Transmission Charges Collection Agent: The Transmission Provider in its capacity as custodial agent for the collection of Transmission Charges, consistent with the provisions of Section 6A.

Transmission Congestion Credit: The allocated share of total transmission congestion charges credited to each FTR Holder.

Transmission Congestion Credit Target Allocation: A quantity in dollars equal to the Marginal Congestion Component at an FTR source and sink, times the FTR MW quantity for the settlement interval.

Transmission Congestion Payment: A payment to FTR Holders equal to the Transmission Congestion Credit Target Allocation for that Hour.

Transmission Constraint Demand Curve (TCDC): A curve used to price a transmission constraint during a dispatch interval in which the transmission constraint cannot be managed within its binding limit using the Security Constrained Economic Dispatch (SCED) engine.

Transmission Customer: Any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that the Transmission Provider file with the Commission, a proposed unexecuted Service Agreement to receive Transmission Service under Module B of this Tariff. This term is used in the Module A, Common Tariff

Provisions to include customers receiving Transmission Service under Module B of this Tariff, including any customer receiving HVDC Service.

Transmission Delivery Service Projects: New Transmission Access Projects needed to provide new Point To Point Transmission Service under Module B of the Tariff. The costs of Transmission Delivery Service projects shall be assigned and recovered in accordance with Attachment N to the Tariff.

Transmission De-rate: A reduction in the transfer capability on a constraint limit in the Real-Time Energy and Operating Reserve Market relative to the limit enforced in the Day-Ahead Energy and Operating Reserve Market.

Transmission Developer Applicant: An entity that submits a Transmission Developer Application.

Transmission Developer Application: The application submitted to the Transmission Provider by a Transmission Developer Applicant to become certified as a Qualified Transmission Developer by the Transmission Provider.

Transmission Issue: A reason to improve, expand or modify the Transmission System. These reasons may be compliance-based, economic-based, or reflect other local needs. Compliance-based reasons reflect the need to comply with all requirements imposed on the Transmission System performance by entities with jurisdiction or authority over all or part of the Transmission System including, but not necessarily limited to, i) compliance with Applicable Reliability Standards including NERC standards and applicable Regional Entity standards, ii) compliance with local reliability standards and requirements when applicable, iii) compliance with Transmission Owner standards if applicable, iv)

compliance with applicable state and federal laws, v) compliance with duly enacted laws and regulations passed by a local governmental entity, and vi) compliance with applicable regulatory mandates and obligations, including regulatory obligations related to serving load, interconnecting generation and providing transmission service. Economic-based reasons reflect the opportunity or obligation to provide added economic value to Transmission Customers through specific expansions of the Transmission System, where added economic value is the difference between the financially quantifiable benefits associated with specific expansions to the Transmission System and the financially quantifiable costs of those expansions. Economic value may be incremental to the value achieved from meeting a compliance requirement, or may stand on its own.

Transmission Loading Relief Procedures (TLR): A procedure used in the Eastern Interconnection to relieve potential or actual loading on a constrained facility or Flowgate.

Transmission Operator: Ensures reliability within the Transmission Provider Region by operating or directing the operation of transmission facilities.

Transmission Outage: The temporary removal from operations of elements of the Transmission System to perform routine or scheduled maintenance. Transmission Outages shall be coordinated by the Transmission Provider with the Transmission Owners and the rescheduling of these Transmission Outages may entitle the affected Transmission Owner to recover the costs associated with rescheduling the Transmission Outages.

Transmission Owner(s): Each member of the ISO whose transmission facilities (in whole or in

part) make up the Transmission Provider Transmission System. An ITC is not a Transmission Owner as defined herein. Those Transmission Owners or ITC Participants that are not public utilities under the Federal Power Act shall not become subject to Commission regulation by virtue of their status as Transmission Owners or ITC Participants under this Tariff; provided, however, that by transferring functional responsibility of their facilities classified as transmission and covered by this Tariff, those Transmission Owners or ITC Participants that are not public utilities under the Federal Power Act have agreed to participate in an ITC and/or the ISO in accordance with the terms of the ITC Participant Transfer Agreement. An ITC Participant is not, by virtue of participation in an ITC, a Transmission Owner as defined herein.

Transmission Pricing Zone: The pricing zones that the Transmission Provider uses to allocate revenues for services, such as Reactive Supply and Voltage Control.

Transmission Provider: MISO or any successor organization.

Transmission Provider Board: The Board of Directors of MISO.

Transmission Provider Committed Resources: A Resource that has been committed by the Transmission Provider in the Day-Ahead Energy and Operating Reserve Market, any RAC process, or the LAC process.

Transmission Provider's Forecast of Maximum Energy Transfer for Reliability Coordination Service: For purposes of Schedule 31, the monthly billing determinants derived by multiplying by the number of hours in the month, the Reliability Coordination Customer's peak demand for the month associated with its bundled retail customers and wholesale customers subject to Grandfathered Agreements.

Transmission Provider Region: The Transmission System and Region that: (i) function as a centrally coordinated system and (ii) operate, subject to the single set of Dispatch Targets and Setpoint Instructions determined and issued by the Transmission Provider.

Transmission Provider's Monthly Transmission System Peak: The maximum firm usage of the Transmission Provider's Transmission System in a Month.

Transmission Service: Point-To-Point Transmission Service provided under Module B of this Tariff on a firm and non-firm basis, including HVDC Service, and the Network Integration Transmission Service under Module B of this Tariff.

Transmission System: The transmission facilities owned or controlled by Transmission Owners that have conveyed functional control to the Transmission Provider, and are used to provide Transmission Service under Module B of this Tariff. The Transmission System includes transmission facilities owned or controlled by Transmission Owners, the functional control of which has been transferred to the Transmission Provider subject to Commission approval under Section 203 of the Federal Power Act. In addition, the Transmission System includes other transmission facilities owned or controlled by the Transmission Owner that are booked to transmission accounts and are not controlled or operated by the Transmission Provider but are facilities that the Transmission Owners, by way of the Agency Agreement, have allowed the Transmission Provider to use in providing service under this Tariff. While not part of the Transmission System, service over Distribution Facilities is available through the execution of a Service Agreement pursuant to Schedule 11 of this Tariff. The term Transmission System shall include the Transmission System (Michigan).

Transmission System (Michigan): The area directly served by those transmission facilities located within the Lower Peninsula of Michigan, which are owned or controlled by entities that have conveyed operational control of these facilities to the Transmission Provider. Transmission System (Michigan) shall not include facilities located in the Upper Peninsula of Michigan or the facilities of any investor-owned utility which are located within the Lower Peninsula of Michigan if such investor-owned utility was not a party to the Joint Open Access Transmission Tariff, Michigan Electric Transmission Company and International Transmission Company, FERC Electric Tariff, Original Volume No. 1, between January 1, 1997 and May 1, 2002.

Transmission System Emergency: Transmission System conditions or events that have the potential to exceed or have exceeded an Interconnection Reliability Operating Limit (IROL) and require mitigation in a timely fashion.

Transmission System Region: The Transmission System, Load and Generation Resources interconnected to the Transmission System.

Transmission Trust Revenues: The revenue collected by, received by, payable to, or to become payable to the Transmission Provider from Transmission Customers and Tariff Customers under this Tariff associated with or related to Transmission Service furnished under Module B, and Schedule 26-A that are required to be distributed solely to Transmission Owners or former Transmission Owners, including the revenue collected for amounts billed under Schedules 7, 8, 9, 21, 26, 26-A, 36, 37, 38, 39, and 45 and other schedules that may be added to this Tariff.

Transmission Usage Charge (TUC): A charge attributable to the increased cost of Energy

delivered at a given Commercial Node when the Transmission System is operating under constrained conditions or due to losses on the system. The TUC is the per unit charge to support a Through Schedule or Financial Schedule or Generator Self-Supply and is equal to the difference in the LMP at the sink and the LMP at source (in dollars per /MWh), which includes the Cost of Congestion and the Cost of Losses.

Existing ~~firm service~~Firm Transmission Service customers (wholesale requirements and transmission-only with a contract term of five-years or more, and retail customers, irrespective of term) of the Transmission Owner(s), ITC Participant(s), or Transmission Provider have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. For purposes of this Section 2.2, a request for Transmission Service made by an existing ~~firm service~~Firm Transmission Service customer in the exercise of the above right shall be known as a "Rollover Request."

This transmission reservation priority is independent of whether the existing customer continues to purchase Capacity and Energy from the Transmission Owner(s) or ITC Participant(s) or elects to purchase Capacity and Energy from another supplier. If a new request(s) for Transmission Service or Rollover Request(s) for the total amount of Capacity for a given Interface have been submitted on the OASIS ("Competing Queue"), and the Transmission System cannot accommodate all of the requests for Transmission Service, the existing ~~firm service~~Firm Transmission Service customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current just and reasonable rate, as approved by the Commission, for such service; provided that, the ~~firm service~~Firm Transmission Service customer shall have a right of first refusal at the end of such service only if the new contract is for five years or more.

The existing ~~firm service~~Firm Transmission Service customer must provide notice to the Transmission Provider whether it will exercise its right of first refusal no less than one year prior to the expiration date of its transmission service agreement. Once the Competition Queue is established and if a Transmission Customer has submitted two Rollover Requests covering

successive time periods, and the service period of the first in time Rollover Request is extended due to a competing request, the second in time Rollover Request shall be annulled and the Transmission Customer shall lose its place in the transmission queue for the second in time Rollover Request. The Transmission Customer shall be required to submit a new Rollover Request and take a new place in the transmission queue to exercise its rollover rights in the time period subsequent to the expiration date of its first in time Rollover Request.

This transmission reservation priority for Rollover Request customers is an ongoing right that may be exercised at the end of all firm contract terms of five years or longer. Service agreements subject to a right of first refusal entered into prior to the date of the Transmission Provider's filing adopting the reformed rollover language herein in compliance with Order No. 890 or associated with a transmission service request received prior to July 13, 2007, unless terminated, will become subject to the five year/one year requirement on the first rollover date after the date of the Transmission Provider's filing adopting the reformed rollover language herein in compliance with Order No. 890; provided that, the one-year notice requirement shall apply to such service agreements with five years or more left in their terms as of the date of the Transmission Providers filing adopting the reformed rollover language herein in compliance with Order No. 890. This reservation priority only applies to the facilities of the Transmission Owner(s) or ITC Participant(s) where such facility costs have been included as part of the firm service rates that the ~~firm service~~Firm Transmission Service customer has been paying. If competing Rollover Request customers apply for service that cannot be fully provided, the priority rights will be ranked in accordance with first come, first served principles. If Rollover

Request customers tie, then the capacity for which they receive priority rights under this Tariff shall be apportioned on a *pro rata* basis.

A Rollover Request customer shall be required to match the term of any new service request that: (a) was queued prior to the Rollover Request; (b) has been conditionally accepted by the Transmission Provider and subsequently confirmed by the new service requestor; (c) has the same start date as the Rollover Request and extends beyond the end date of the Rollover Request; and (d) has not already been awarded Capacity due to later queued Rollover Request(s) declining to match on term. The Rollover Request customer shall have three (3) business days to confirm a matching request. If the Rollover Request customer does not agree to match on term, the Rollover Request customer's Capacity shall be awarded to the new service request customer.

The Transmission Provider shall provide Point-To-Point Transmission Service and Network Integration Transmission Service pursuant to the applicable terms and conditions of this Tariff. Point-To-Point Transmission Service is for the receipt of Capacity and Energy at designated Point(s) of Receipt and the transmission of such Capacity and Energy to designated Point(s) of Delivery. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load in a manner comparable to that in which Transmission Owners utilize the Transmission System to serve their Native Load or other Network Customers. A Large Load Transmission Customer under this Module B must submit an application for Large Load Project Review for Transmission Service to serve a Large Load as set forth in Attachment FF of the Tariff.

Any Eligible Customer requesting Transmission Service under this Module B (other than an Eligible Customer requesting HVDC Service) may be eligible to request and receive FTRs associated with such request pursuant to the provisions of Module C of this Tariff. Any Eligible Customer seeking to request or receive FTRs must be a Market Participant.

Preamble

The Transmission Provider will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement. All rates, terms, and conditions governing Network Integration Transmission Service shall apply to Interim NITS provided pursuant to Exhibit 4 of Attachment F, except as expressly provided otherwise in this Tariff. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load in a manner comparable to that in which the Transmission Owners utilize the Transmission System to serve their Native Load or other Network Customers. Network Integration Transmission Service also may be used by the Network Customer to deliver economy Energy purchases to its Network Load from non-designated Resources on an as-available basis without additional charge. Transmission Service for sales to non-designated Loads will be provided pursuant to the applicable terms and conditions of Module B of this Tariff and/or any applicable ITC Rate Schedule.

An ITC may provide Network Integration Transmission Service pursuant to an ITC Rate Schedule to the extent both the Network Loads and the Network Resources are within the ITC System, provided that the Network Customer has an appropriate Service Agreement with the Transmission Provider. Network Resources located outside of the Transmission System (Michigan) will be required to obtain services under Schedule 9 of this Tariff in order to import such Network Resource(s) to the Transmission System (Michigan). Network Customers with Loads and Resources physically and directly interconnected with the Transmission System (Michigan) may also obtain Network Integration Transmission Service under Schedule 9 -

Michigan of this Tariff. Network Customers with Loads and Resources located both inside and outside (and vice versa) of the Transmission System (Michigan) may also obtain Network Integration Transmission Service under Schedule 9 of this Tariff. In addition, Transmission Service for sales to non-designated Loads that are not on the Transmission System (Michigan) will be provided pursuant to the applicable terms and conditions of Module B of this Tariff.

A. Network Integration Transmission Service is a Transmission Service that allows Network Customers to efficiently and economically utilize their Network Resources (as well as other non-designated Generation Resources) to serve their Network Load located in a Transmission Owner's, ITC, or ITC Participant(s) Local Balancing Authority Area or pricing zone and any additional Load that may be designated pursuant to Section 31 of this Tariff. The Network Customer taking Network Integration Transmission Service must obtain or provide Ancillary Services pursuant to Section 3 or any applicable ITC Rate Schedule.

B. The Large Load Transmission Customer taking Interim NITS must coordinate with the applicable Transmission Owner to establish a Commercial Pricing Node that is associated with the NITS service and a Commercial Pricing Node that is associated with the Interim NITS service as identified in Exhibit 4 of Attachment F. Actual Energy Withdrawals by the Large Load will first be allocated to the Commercial Pricing Node representing NITS service with any Actual Energy Withdrawals above the maximum amount of NITS service specified in Exhibit 4 of Attachment F being allocated to the Interim NITS service.

The Transmission Provider and, as applicable, ITC will provide ~~Firm~~ Network Integration Transmission Service over the Transmission System to the Network Customer for the delivery of Capacity and Energy from its designated Network Resources to service its Network Loads on a basis that is comparable to the Transmission Owner(s') and ITC Participant(s') use of the Transmission System to reliably serve Native Load Customers.

Subject to the terms and conditions of Module B of this Tariff, the Transmission Provider or ITC will provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer completes an Application for service as provided under Module B of this Tariff, (ii) the Eligible Customer and the Transmission Provider in coordination with the affected Transmission Owner(s), and ITC complete(s) the technical arrangements set forth in Module B, Sections 29.3 and 29.4, (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Module B of this Tariff or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Commission, and (iv) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G, or requests in writing that the Transmission Provider file a proposed unexecuted Network Operating Agreement.

A Large Load Transmission Customer may elect to take Interim NITS pending completion of associated Network Upgrades, Large Load Network Upgrades and/or Impacted Transmission Owner Large Load Network Upgrade(s). Upon electing to take Interim NITS, the Large Load Transmission Customer must identify the amount of Load that will qualify for Firm Transmission Service and the amount of Load qualifying for Non-Firm Transmission Service pursuant to Exhibit 4 of Attachment F.

Firm Network Integration Transmission Service shall not commence until the Transmission Provider, the affected Transmission Owner, ITC, and the Network Customer, or a third party, have completed installation of all equipment specified under the Network Operating Agreement consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. The Transmission Provider and the affected Transmission Owner(s) and ITC shall exercise reasonable efforts, in coordination with the Network Customer, to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.

Interim Network Integration Transmission Service shall not commence until the Transmission Provider has completed all studies identifying the maximum amount of Non-Firm Transmission Service under the Network Operating Agreement consistent with Good Utility Practice.

There is no specific limitation upon a Network Customer's use of the Transmission System at the Interface(s) to the MISO Balancing Authority Area (where the Network Customer's Load is located) to integrate the Network Customer's Network Resources (or substitute economy purchases) with its Network Loads. However, a Network Customer's use of the Transmission Provider's or ITC's total Interface capacity with other transmission systems may not exceed the Network Customer's Load or the applicable Interface capacity; provided, however, that the usage restriction related to Load shall not limit an entity's ability to use Interface capacity to schedule a quantity of Energy in excess of Load to the extent such Energy is scheduled to meet the Network Customer's must offer requirements set forth in RAR of this Tariff.

Notwithstanding the foregoing, use of Interface capacity to serve the portion of a Network Customer's Network Load served under Interim NITS shall be on an as-available basis and subject to the limitations, Curtailment, and Interruption provisions of Section 33.5 of this Tariff. Inclusion of such Load in the Load-based usage limit under this paragraph shall not confer a right to firm use of Interface capacity to serve that portion of Load.

The Network Customer must designate the individual Network Loads on whose behalf the Transmission Provider or ITC will provide Network Integration Transmission Service. The Network Loads shall be specified in the Service Agreement. Network Loads taking service under Schedule 9 – Michigan must be directly interconnected with the Transmission System (Michigan) or through Distribution Facilities in the Transmission System (Michigan). Unless expressly provided otherwise in this Tariff, Network Load shall include all portions of a Large Load served on a non-firm basis under Exhibit 4 of Attachment F.

Under no circumstances shall the Network Customer's decision to cancel or delay a requested change in Network Integration Transmission Service (*e.g.,* the addition of a new Network Resource or designation of a new Network Load) in any way relieve the Network Customer of its obligation to pay the costs of transmission facilities caused to be constructed by the Transmission Provider or ITC and charged to the Network Customer as reflected in the Service Agreement. The Network Customer must provide to the Transmission Provider, via the OASIS, any request to defer the start of the long term service, including Network Integration Transmission Service, at least 31 days prior to the beginning of service. A Large Load Transmission Customer shall be limited to one request to defer the start of the Network Integration Transmission Service up to a period of 90 days for an incremental addition of Load in the intervening step-up period prior to full Load integration of a Large Load. The Transmission Provider must treat any requested change in Network Integration Transmission Service in a non-discriminatory manner.

If the Large Load does not commence operation or fails to operate at the approved Network Integration Transmission Service level in the Firm Service Step Up study within 90 days of the requested Service Commencement Date, the Transmission Provider may revoke the approval for the amount of Network Integration Transmission Service that failed to begin operation. Under no circumstances shall the Large Load Transmission Customer's decision to not commence operations or delay commencement of operations by more than 90 days beyond the requested Service Commencement Date, or the deferral period specified in this Section 31.5, in any way relieve the Large Load Transmission Customer of its obligation to pay the costs of

transmission facilities caused to be constructed by the Transmission Owner or ITC and charged to the Network Customer as reflected in the Service Agreement.

The Transmission Provider may defer providing service in the intervening step up period prior to full Load integration of a Large Load until construction of new transmission facilities needed to provide Transmission Service to the Large Loads are completed, as described in Exhibit 3 of Attachment F, whenever the Transmission Provider determines that providing the requested service would, without such new facilities or upgrades, impair or degrade reliability to any existing Firm Transmission Service.

The Large Load Transmission Customer acting on behalf of a Large Load may request Interim NITS pursuant to Exhibit 4 of Attachment F for the portion of the requested service deferred under the preceding paragraph or for service during the period prior to full Load integration. The Transmission Provider may defer providing such Interim NITS if, in its sole determination, providing that service would impair or degrade the reliability of any existing Firm Transmission Service irrespective of compliance with the Curtailment or Interruption obligations applicable under Exhibit F of Attachment G.

The Large Load Transmission Customer may not schedule delivery of Energy to a Large Load in excess of the aggregate level of Firm Transmission Service that has been approved for the Load additions in the intervening step-up period before full Load integration of a Large Load. Any withdrawal of Energy by a Large Load that is in excess of the aggregate level of firm service that has been approved for the Load additions in the intervening step-up period before full load integration of a Large Load not otherwise permitted under Exhibit F of Attachment G shall be subject to unreserved use charges and penalties as set forth in Section 33.5.

Notwithstanding the above provisions, a Large Load Transmission Customer taking Interim NITS may not schedule delivery of Energy to a Large Load in excess of the aggregate level of Firm Transmission Service and Non-Firm Transmission Service.

A. For purposes of Curtailment or Interruption, Interim NITS shall have a lower priority than (i) Firm Transmission Service and (ii) Transmission Service from Resources other than designated Network Resources for Network Customers not served under Interim NITS. Interim NITS shall have a higher priority than Non-Firm Point-to-Point Transmission Service of any duration. These priorities shall be applied on a non-discriminatory basis to transactions that effectively relieve the constraint, to the extent practicable and consistent with Good Utility Practice.

Among transactions serving Large Loads under Interim NITS that effectively relieve the constraint, Curtailments or Interruptions shall be made beginning with the Large Load having the most recent Service Commencement Date, to the extent practicable and consistent with Good Utility Practice.

B. The Transmission Provider shall, on a non-discriminatory basis, identify and curtail transaction(s) in order to effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, any Curtailment of Network Load not being served through Interim NITS will be shared by the affected Transmission Owner(s), or ITC Participant(s), and Network Customer in proportion to their respective Load Ratio Shares. The Transmission Provider shall not direct the Network Customer to curtail schedules to an extent greater than the Transmission Provider would curtail the Transmission Owner's, or ITC Participant schedules under similar circumstances.

CURTAILMENT OF NETWORK INTEGRATION TRANSMISSION SERVICE

Notwithstanding any other provisions of this Tariff, the Transmission Provider reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to curtail Network Integration Transmission Service without liability on the Transmission Provider's or Transmission Owner's, ITC's, or ITC Participant's part for the purpose of making necessary adjustments to, changes in, or repairs on the Transmission Owner's and ITC's lines, substations and facilities, and in cases where the continuance of Network Integration Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on the Transmission System or on any other system(s) directly or indirectly interconnected with the Transmission System, the Transmission Provider, consistent with Good Utility Practice, also may curtail Network Integration Transmission Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. The Transmission Provider will give the Network Customer as much advance notice as is practicable in the event of such Curtailment.

a) $10 per kW if the customer fails to respond within the required response period set forth in the Network Operating Agreement; or

b) $20 per KW if the customer fails to respond within a period of time equal to two times the response period set forth in the Network Operating Agreement. These charges shall apply only to the portion of the service that the Transmission Customer fails to curtail in response to a directive. The Transmission Provider shall compensate any affected Local Balancing Authority Areas or Generators for

their actual costs up to the amount recovered by the Transmission Provider. Any revenues in excess of actual costs shall be used to reduce the Transmission Provider's costs (for other than the penalized Transmission Customer) in Schedule 10, or, in the case of ITC Service, any revenues in excess of actual costs shall be applied as specified in the ITC Rate Schedule.

CURTAILMENT OF INTERIM NETWORK INTEGRATION TRANSMISSION SERVICE

The Transmission Provider reserves the right to curtail, in whole or in part, Interim Network Integration Transmission Service provided under this Tariff for reliability reasons when an Emergency or other unforeseen condition threatens to impair or degrade the reliability of the Transmission System or the systems directly and indirectly interconnected with the Transmission System. The Transmission Provider may elect to implement such Curtailments pursuant to the Transmission Loading Relief Procedures specified in NERC Reliability Standards and NAESB WEQ Business Practice Standards. The Transmission Provider reserves the right to interrupt, in whole or in part, Interim NITS provided under this Tariff for economic reasons in order to accommodate (i) a request for Firm Transmission Service; (ii) Transmission Service for Network Customers, other than Network Customers served under Interim NITS, from non-designated Resources. The Transmission Provider also will discontinue or reduce service to the Large Load Transmission Customer to the extent that deliveries for Transmission Service are discontinued or reduced at the Point(s) of Receipt. The Transmission Provider will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice. In the event that the Large Load Transmission Customer fails to cease or reduce

service in response to a directive by the Transmission Provider, the Large Load Transmission Customer shall pay the following penalties in addition to any other applicable charges:

a. $10 per kW if the Large Load Transmission Customer fails to curtail service within ten (10) minutes of a directive by the Transmission Provider;

b. $20 per kW if the Large Load Transmission Customer fails to curtail service within twenty (20) minutes of a directive by the Transmission Provider.

These charges shall apply only to the portion of the service that the Large Load Transmission Customer fails to curtail or interrupt in response to a Curtailment or Interruption directive. The Transmission Provider or ITC where applicable, shall compensate any affected Local Balancing Authority Areas or generators for their actual costs up to the amount recovered by the Transmission Provider or ITC, as applicable. Any revenues in excess of actual costs shall be used to reduce the Transmission Provider costs (for other than the penalized Large Load Transmission Customer) in Schedule 10 or, in the case of ITC Service, any revenues in excess of actual costs shall be applied as specified in an ITC Rate Schedule.

In the event that the Large Load Transmission Customer fails to cease or reduce service in response to a directive by the Transmission Provider on two (2) separate occasions within any rolling 365-day period, Interim NITS for the affected Large Load shall be permanently terminated and shall not be reinstated. Service to the affected Large Load under Firm Service Step Up or full Network Integration Transmission Service shall not commence until all equipment required under the Network Operating Agreement has been installed, tested, and placed in service consistent with Good Utility Practice, and all additional requirements reasonably and consistently imposed by the Transmission Provider to ensure the reliable

operation of the Transmission System have been satisfied. Failure to comply with a single directive shall constitute one occasion, regardless of whether more than one penalty threshold is exceeded.

A Market Participant may submit Bids for its Load at its Commercial Pricing Node. The Commercial Pricing Node can include an aggregation of Elemental Pricing Nodes or a portion of Elemental Pricing Nodes ~~all~~ within a single Local Balancing Authority Area, provided that none of those Elemental Pricing Nodes is associated with a Large Load. Each Large Load must be represented by a single Commercial Pricing Node and may not be aggregated with other Commercial Pricing Nodes or included in a Load Zone with other Commercial Pricing Nodes. A Commercial Pricing Node may include an aggregation of Elemental Pricing Nodes associated with the same Large Load at a single Point(s) of Withdrawal. A Large Load taking both Firm Transmission Service and Non-Firm Transmission Service shall have separate Commercial Pricing Nodes for the portion of its Load associated with Firm Transmission Service and the portion associated with Non-Firm Transmission Service. For each such Large Load, Actual Energy Withdrawal shall first be associated with the Commercial Pricing Node for Firm Transmission Service, up to the amount of Firm Transmission Service available to serve that Large Load. Any Actual Energy Withdrawal exceeding that amount shall be associated with the Commercial Pricing Node for Non-Firm Transmission Service.

The Transmission Provider will maintain a list of defined Elemental Pricing Nodes that comprise Customer Load Aggregations for the purpose of forming the aggregated Load Zone. The Transmission Provider will maintain a list of defined Elemental Pricing Nodes that comprise a Large Load. Customer Load Aggregations will be settled using Ex Post LMPs for the associated Load Zone. Market Participants must submit Energy withdrawal data for Loads to the Transmission Provider using the same aggregations that were used in definition of the Load Zone. Market Participants can establish Customer Load Aggregations pursuant to the provisions

set forth in the Business Practices Manuals and must schedule using the established Customer Load Aggregations Load Zone. Day-Ahead Schedules for Customer Load Aggregation shall be settled using the same Load Zone for the Customer Load Aggregation.

Market Participants submitting Demand Bids at the Load Zone for the Customer Load Aggregation must submit the same information in the same form as described in Section 39.2.2. Market Participants are responsible for submitting withdrawal data for each Commercial Pricing Node where they represent Load including consumption information for Commercial Pricing Nodes defined as Load Zones for Customer Load Aggregation. The Transmission Provider will, for Settlement purposes apply any calculated Residual Load in each Local Balancing Authority Area to the withdrawal data for the Residual Load Zone in that Local Balancing Authority Area.

ARCs can register DRR, LMR, and/or EDRs. The resource represented by an ARC will be associated with a Commercial Pricing Node.

A. Registration

i. Information Requirements

Market Participants can establish resources pursuant to the provisions set forth in the Business Practices Manuals. An end use customer account shall be registered as a DRR, LMR, or EDR by only one Market Participant. The Transmission Provider will maintain a list of defined Elemental Pricing Nodes making up the Commercial Pricing Node that comprise injections of customer demand response. Any initial registration of or changes to a DRR, LMR, or EDR that an ARC manages, will require the ARC to provide information to the Transmission Provider and may be subject to LSE and LBA confirmation and RERRA approval.

ARC registration will include but not be limited to the following information, for each resource:

- LSE serving the Load, with relevant contact information as set forth in the Business Practices Manuals.
- Applicable RERRA(s), with relevant contact information as set forth in the Business Practices Manuals.
- Local Balancing Authority Area where the Load is located, with relevant contact information as set forth in the Business Practices Manuals.
- Measurement and Verification procedures selection as specified in Attachment TT or Schedule 30.
- List of end use customer account number(s) and other relevant customer information,

including the Electric Distribution Company and/or LSE and related account number to identify the unique end use customer(s) comprising each demand asset to be offered by the ARC, as set forth in the Business Practices Manuals.

- Maximum level of participation (MW) and location of the DRR, LMR, or EDR being registered.
- Contracts that entitle the ARC to operate the demand resource to curtail Load in response to the Transmission Provider's dispatch.
- An attestation by the ARC that it has established and will maintain all necessary arrangements with the RERRA, EDC and/or LSE, as appropriate, and that it and its LMRs comply and will continue to comply with all necessary approvals and arrangements for the DRR, LMR or EDR to participate in the Transmission Provider's markets consistent with its Tariff and Business Practices Manuals, and will not engage in fraud, market manipulation, or gaming.
- An attestation by the ARC that no part of the DRR, LMR, or EDR is being served through Interim NITS.

ii. Process to identify double-counting

The Transmission Provider will coordinate with relevant parties to assist in the review of information provided to determine whether such end use customer is currently registered in the Transmission Provider's markets as part of an existing resource, to avoid the potential of double-counting of such end use customer, as set forth in the Business Practices Manual. Proposed resources that include one or more end use customers already included in a registered resource with the Transmission Provider will be rejected.

iii. Notifications and Approvals

1. RERRA

(a) ARC certification

To establish eligibility for registration, the ARC must certify the following for each end use customer included in the DRR, LMR, or EDR.

a. Where the relevant utility distributed more than four million MWh in the prior fiscal year, an ARC must certify that the laws, regulations, or order(s) of the RERRA do not preclude the end use customer from participating directly in the Transmission Provider's Energy and Operating Reserve Markets, providing Capacity under RAR of the Tariff, or being used as an EDR resource. The ARC may also state whether the RERRA specifically permits such participation by the end use customer; or

b. Where the relevant utility distributed four million MWh or less in the prior fiscal year, an ARC must certify that the laws, regulations, or order(s) of the RERRA specifically permit the end use customer to participate directly in the Transmission Provider's Energy and Operating Reserve Markets, to provide Capacity under RAR of the Tariff, or to be used as an EDR resource.

If an ARC proposes to register the same end use customer(s) as multiple resource types, the Transmission Provider shall review each registration independently.

(b) RERRA notification and approval

The Transmission Provider will notify the RERRA(s) following the submission of a DRR, LMR, or EDR registration by an ARC. Such notification shall include the following

information as relevant to each resource type: the ARC name, LSE name(s), resource type, end use customer account number(s), effective date and termination date and their maximum level of participation, subject to the appropriate protection of any Confidential Information. The Transmission Provider will wait ten (10) Business Days before approving such DRR, LMR, or EDR registration to allow an opportunity for the RERRA(s) to contest the ARC registration provided, however, a RERRA will be able to contest an ARC registration at any time.

RERRA(s) may elect to notify the Transmission Provider if applicable laws or regulations expressly prohibit (for A.iii.1.(a) above) or do not explicitly permit (for A.iii.1.(b) above) an end use customer's participation in the Transmission Provider's markets. Upon receipt of such a notification from the RERRA(s) for ARC registrations subject to section A.iii.1(a) above, the Transmission Provider will reject the ARC's registration. In the event that Transmission Provider receives no such notification from the RERRA(s), the relevant section A.iii.1(a) ARC registration will not be rejected by Transmission Provider as a result. With respect to ARC registrations subject to section A.iii.1(b) above, the Transmission Provider will deem the ARC's registration rejected if the relevant RERRA(s) do not affirmatively notify Transmission Provider of acceptance within ten (10) days.

The Transmission Provider may continue to accept offers from the ARC, unless and until the Transmission Provider receives a notification from the RERRA that either (a) rejects the certification provided by the ARC, or (b) claims loss of eligibility of one or more end use customers included in a resource registered with the ARC. Upon receipt of such a notification, the Transmission Provider shall inform the ARC, which shall immediately cease to offer the portion of the resources based on end use customers deemed ineligible by the applicable

RERRA. The ARC shall only be allowed to include in its offer such previously disqualified end use customers if the RERRA subsequently notifies the Transmission Provider that the ARC and relevant end use customers are eligible to participate. Offers tendered and cleared before the RERRA provides the Transmission Provider with notice of contested certification will be honored. Offers tendered and cleared after the RERRA provides the Transmission Provider with notice will not be honored by the Transmission Provider. For offers involving the PRA, once the PRA offer window closes all offers tendered will be deemed accepted by the Transmission Provider.

2. LBA and LSE or EDC

The LSE or EDC, and LBA will have access to relevant information used by the Transmission Provider, subject to the appropriate protection of any Confidential Information. The DRR, LMR, or EDR information accessible to the LSE and LBA includes, but is not limited to, the following information as relevant to each resource type: ARC name, resource type, effective date, termination date, LBA name, LSE name(s), CPNode name, EPNodes that comprise the resource, Load Zone CPNode name, end use customer account number(s), meter identification number(s), maximum level of participation, Measurement and Verification methodology, coincident peak dispatch information for use in Peak Load Contribution calculations, legal ownership or contractual relationships with the relevant resource and the ARC offering such resource, and RERRA name.

Upon the submission of a new or change to a DRR, LMR or EDR for approval, the contact person(s) identified for the relevant LBA and LSE will receive notification requesting them to access the information provided and review their pending tasks. The Transmission

Provider will provide the LBA and LSE ten (10) Business Days in total to take any necessary action(s). In the event that the LBA or LSE does not take action within ten (10) Business Days of being notified, the registration will be deemed approved by default. The tasks to be performed by the LSE and/or LBA shall be set forth in the Business Practices Manuals.

LBAs will work with the Transmission Provider to review the composition of CPNodes proposed by ARCs. The Transmission Provider will provide LBAs with access to the electrical location and magnitude of each resource registered by an ARC to perform operational planning studies. If the LBA takes no action, the EPNode will be assigned by the Transmission Provider. If the LBA confirms the DRR, then the LBA shall identify the EPNode assignment.

If the LSE takes no action, the Load Zone associated to the DRR, LMR, or EDR will be assigned by the Transmission Provider. If the LSE confirms the DRR, LMR, or EDR, then the LSE shall identify or approve the Load Zone associated with the DRR, LMR, or EDR.

During the time that spans the date the ARC submits an addition of or change to a DRR, LMR, or EDR, and the time that the addition of or change to a DRR, LMR, or EDR is confirmed by both the LSE and LBA, whether explicit or by default, the addition of or change to a DRR, LMR, or EDR will be considered unapproved and therefore incapable of participating in the applicable Transmission Provider Markets.

If the LSE or LBA objects to the accuracy of relevant information provided in a new or updated DRR, LMR, or EDR registration, then the ARC may work with the relevant LSE or LBA to resolve the objection and re-submit the registration for the appropriate registration deadline. If the ARC and the LSE or LBA are unable to reach resolution, then the ARC may pursue Alternative Dispute Resolution in accordance with Attachment HH.

3. Large Load Transmission Customer

For each Large Load registered by an Aggregator of Retail Customers, the Large Load Transmission Customer must certify that the DRR, LMR, or EDR is being registered at a maximum Demand that is less than or equal to the total amount of Firm Transmission Service provided to the Large Load. This requirement is applicable to Large Loads only. A Large Load being registered by an Aggregator of Retail Customers may not be included in an aggregation of other Loads.

B. Market Activities

i. Demand Response Resources

Market Participants must participate using the established Commercial Pricing Node. The Transmission Provider will communicate the quantities of the DRRs cleared in the Day-Ahead Energy and Operating Reserve Market and/or Real-Time Energy and Operating Reserve Market to the ARC and the applicable LBA. The Transmission Provider will communicate the quantities of the DRRs cleared in the Planning Resource Auction to the ARC and the applicable LBA.

The Transmission Provider will provide the LBA in which a DRR has a Day-Ahead Schedule information including, but not limited to, the following: the name of the DRR CPNode and the MW quantity of the Day-Ahead Schedule for each DRR CPNode.

ii. Load Modifying Resources

The Transmission Provider will communicate the quantities of the LMRs cleared in the Planning Resource Auction to the ARC and the applicable LBA. The Transmission Provider will communicate the quantities of LMRs issued Scheduling Instructions to the applicable Local

Balancing Authority when instituting Emergency procedures.

iii. Emergency Demand Response Resources

The Transmission Provider will communicate the quantities of EDR resources offered through Schedule 30 protocols to the applicable Local Balancing Authority when instituting Emergency procedures.

C. Metering

DRRs, LMRs, and/or EDR resources registered by ARCs must meet the metering requirements specified in Module C, Module E-1, Schedule 30, or Attachment TT, as applicable.

D. Settlements

i. Demand Response Resources

The ARC's day-ahead and real-time transactions will be settled using LMP and/or MCP, as applicable, for the Resource's Commercial Pricing Node, in accordance with Module C. ARCs must submit meter data for the DRR to the Transmission Provider using the same aggregations that were used in the definition of the asset.

The DRR settlement information can be viewed by the LSE and LBA via the Market Portal once the Hourly Ex Post LMPs are approved. The DRR settlement information accessible to the LSE and LBA via the Market Portal includes but is not limited to the: meter data, calculated baseline, MW reduction and hourly Dispatch Target for Energy.

The Transmission Provider shall review the participation of an ARC in the Energy and Operating Reserve Markets when the ARC's settlements are successfully disputed more than ten percent (10%) of the time by a relevant LSE.

The Transmission Provider shall have thirty (30) days to conduct a review pursuant to

this Section. The Transmission Provider shall refer the matter to the RERRA, and may refer the matter to the Independent Market Monitor, if the review indicates the relevant ARC and/or LSE is engaging in activity that is inconsistent with the Tariff or Business Practices Manuals.

DRRs that clear the PRA will be settled in accordance with Module E-1.

ii. Load Modifying Resources

LMRs that clear the PRA will be settled in accordance with Module E-1.

iii. Emergency Demand Response Resources

EDRs will be settled as described in Schedule 30.

E. Audit Rights

The Transmission Provider has the right to audit or verify the information provided by the ARC including, but not limited to, information related to the registration, claimed capacity, operations, modeling, metering, settlements and/or any other information related to the participation of the DRR, LMR or EDR under this Tariff. The ARC shall maintain individual end use customer performance data and information related to the registration, claimed capacity, operations, modeling, metering, and/or settlements for five (5) years.

An LSE that is a Market Participant that intends to submit Offers for demand response on behalf of eligible end use customers must register the asset. Only the portion of a Large Load served by Firm Transmission Service may register as a Demand Response Resource. The demand response represented by a Market Participant shall be deemed an asset for which a Commercial Pricing Node will be established. The Transmission Provider will maintain a list of defined Elemental Pricing Nodes that comprise injections of customer demand response.

Market Participants can establish resources pursuant to the provisions set forth in the Business Practices Manuals and must schedule using the established Commercial Pricing Node. DRR registration by the LSE serving the Load will include but not be limited to the following information, for each resource: (i) LSE serving the Load; (ii) Local Balancing Authority Area where the Load is located; (iii) Measurement and Verification procedures; (iv) list of end use customer accounts that are part of the Demand Response Resources being registered, including names and addresses of such end use customers; and (v) maximum level of participation of each registered asset. The Market Participant must demonstrate to the Transmission Provider's satisfaction that the Market Participant may operate the demand resource with how it is described and offered, including but not limited to any contractual relationship that specifies what the end-use customer is providing to the Market Participant. A copy of a contract with an end-use customer will not be required if the Market Participant can demonstrate to the Transmission Provider's satisfaction that it owns or is the end-use customer. The Market Participant must demonstrate to the Transmission Provider's satisfaction that the portion of the Large Load being registered as a Demand Response Resource has Firm Transmission Service.

DRR information will be made available to the LBA as soon as an addition of or change

to a DRR is submitted for approval. The DRR information will be provided by the LSE and accessible to the LBA including, but is not limited to, the following type of information: resource type, DRR owner name, DRR effective date, DRR termination date, LBA name, LSE name, DRR Commercial Pricing Node name, LSE Commercial Pricing Node name, address, controllable load or behind the meter generation capability and method for achieving its performance, Measurement and Verification methodology, and EPNodes that comprise the DRR.

The DRR settlement information can be viewed by the LSE and/or LBA via the Market Portal once the Hourly Ex Post LMPs are approved. The DRR settlement information accessible to the LSE and LBA via the Market Portal includes but is not limited to the: meter data, calculated baseline, MW reduction and hourly Dispatch Target for Energy.

Process to identify double-counting: The Transmission Provider will coordinate with relevant parties to assist in the review of information provided to determine whether such retail customer is currently registered as part of an existing demand asset, to avoid the potential of double-counting of such demand asset, as set forth in the Business Practices Manual. Proposed demand assets that are already registered with the Transmission Provider will be rejected.

The Transmission Provider will reject demand assets that are double-counted.

The Transmission Provider will provide the LBA in which a DRR has a Day-Ahead Schedule information including, but will not be limited to, the following information: the name of the DRR CPNode and the MW quantity of the Day-Ahead Schedule for each DRR CPNode.

Audit Rights: The Transmission Provider has the right to audit or verify the information provided by the LSE including, but not limited to, any and all information related to the registration, ownership or contractual relations, claimed capacity, operations, modeling,

metering, settlements and/or any other information related to the participation of the DRR, LMR or EDR under this Tariff. The LSE shall maintain individual end use customer performance data and information related to the registration, Transmission Service, claimed capacity, operations, modeling, metering, and/or settlements for five (5) years.

A Partial-Year FTR Allocation will be conducted for the Market Participant in the new ARR Zones added as a result of Transmission Provider Region expansion that becomes effective after the start of the Annual ARR Allocation period. The Partial-Year FTR Allocation will cover the period of time when the new ARR Zones become effective up to the start of the next Annual ARR Allocation. For the partial year period, the Market Participants in new ARR Zone(s) may request an allocation of FTRs, which will be in lieu of an allocation of ARRs.

As part of the integration of new ARR Zones, the Transmission Provider will conduct a mid-cycle Annual ARR Registration for the Market Participants in the new ARR Zone(s). The ARR registration process will be held according to Section 43.2.1 of the Tariff, with the Reference Year comprised of the four full seasons prior to the Annual ARR Registration associated with the integration of the applicable ARR Zones. Market Participants must provide data that satisfies the same requirements as laid out in Sections 42 and 43. The Partial-Year FTR Allocation and the ensuing Annual ARR Allocation will use the ARR Entitlements from the mid-cycle ARR registration. To meet the Generation Resource Qualification Requirements, Market Participants may request the exception described in Section 43.2.1.a.ii.

The Partial-Year FTR Allocation will consist of a single-round nomination and allocation using the Simultaneous Feasibility Test (SFT) similar to the Annual ARR Allocation process. Market Participants of Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, and Option A GFA Transmission Service may nominate up to the Forecasted Peak Load (less the portion of the Load served under Carved-Out or Option C GFAs) of the remaining seasons of the current ARR allocation period. Market Participants of Point-to-Point Transmission Service may nominate up to the eligible Point-to-Point

Transmission Service MW amount. The Partial-Year FTR Allocation and the allocated FTRs will cover the peak and off-peak periods for each of the remaining seasons of the partial year. The process will be conducted with base loading from the latest Annual FTR Auction models to ensure the Simultaneous Feasibility of all existing FTRs. The Transmission Provider will build seasonal allocation models to be used in the Partial-Year FTR Allocation from data submitted for the Network and Commercial Models that includes the information submitted by Market Participants in the new ARR Zone(s). Transmission capacity resulting from updating the loopflow assumptions will also be used for allocating FTRs to the Market Participants in the new ARR Zone(s) during the Partial-Year FTR Allocation process. Market Participants in the new ARR Zone(s) may participate in the monthly FTR Auctions pursuant to Section 45 of the Tariff, following the Partial-Year FTR Allocation, for each complete month beginning with the integration date.

In subsequent Annual ARR Allocation periods, the Market Participants shall follow the nomination and allocation procedures specified in Section 43.2.4 for the allocation of ARRs. The Year 1 Annual ARR Allocation process for the Market Participants in the new ARR Zones will be the first full allocation period that begins immediately after the end of the partial year period.

The Transmission Provider shall make ARRs for existing entitlements registered through the Annual ARR Registration process available to Market Participants based on a multi-stage allocation/nomination methodology. In each stage, the Transmission Provider shall provide Market Participants with the opportunity to be allocated ARRs from RSPs as described in Section 43.2.4a, based on the Peak Usage. Market Participants representing LSEs with service obligations shall be entitled to participate in Stage 1A, provided, that, the Transmission Provider may give priority to LSEs with long-term power supply arrangements in Stage 1A when the Transmission Provider needs to limit the amount of existing transmission capacity available for Stage 1A to a level that is able to support the reasonable needs of all LSEs.

The Transmission Provider shall provide two (2) nomination and allocation stages for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus all Option A and Option B Grandfathered Agreements and for all Point-To-Point Transmission Service. For each stage and each category, within each stage, ARR nomination eligibility will be equal to maximum nomination eligibility (total of forecast Peak Network Load served under Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS service, plus Grandfathered Service; or total Point-To-Point reservation amount multiplied by an ARR Stage Factor less the MW quantity of ARRs allocated in any previous stage; provided, that a Market Participant may aggregate the total MW of its Firm Point-To-Point Transmission Service reservations and allocate them between eligible Points of Delivery and Points of Receipt. The ARR Stage Factors shall be:

Stage 1A: Fifty percent (50%) of Peak Usage; otherwise the Candidate Baseload ARR Rights.

Stage 1B: One hundred percent (100%) of Peak Usage; otherwise the Candidate Peak ARR Rights.

These two stages constitute Stage 1.

The Transmission Provider shall allocate ARRs to Market Participants in each stage only to the extent that the Transmission Provider determines that such ARRs satisfy its Simultaneous Feasibility Test (SFT). The Transmission Provider will allocate infeasible ARRs only to the extent needed to ensure the full MW allocation of Stage 1A nominated LTTRs from the prior year's Annual ARR Allocation. Allocated ARRs are obligations.

a. Stage 1A – Nomination and Allocation Procedures.

i. The Transmission Provider will enter all LTTRs from the current Annual ARR Allocation period into this stage. Market Participants are eligible to nominate CARRs up to fifty percent (50%) of the sum of their forecasted Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, peak load in each ARR Zone in which they serve Load for the upcoming Annual ARR Allocation period, plus Option A and Option B Grandfathered Agreements. This will constitute the Candidate Baseload ARR Rights for each Market Participant. The source of the Candidate Baseload ARR Rights will be any of the RSPs in the BRSS for each of the corresponding ARR Zones up to the qualified Market Participant's pro rata Load share of the ARR Zone. Market Participants may request incremental or new nominations from Stage 1A ARR Entitlements. Market Participants eligible to submit LTTR termination requests pursuant to Section 43.2.5 may do so only during this stage.

In addition, Market Participants are eligible to nominate up to fifty percent (50%) of the reservation MW quantity for each of the applicable annual or longer Firm Point-To-Point Transmission Service entitlement.

(a) Baseload Resource Source Set. The BRSS shall consist of Baseload Supply Resources that have met the Resource Qualification Requirements for inclusion as a Reserved Source Point for a given ARR Zone and entitlements created pursuant to Section 43.2.1(a)(v). Interfaces are understood to serve as proxies for Baseload Supply Resources located external to the Transmission Provider Region and are eligible for inclusion in the BRSS.

(b) Baseload Supply Resources. Baseload Supply Resources shall consist of supply Resources with an average capacity factor of at least fifty percent (50%) over the Reference Year and the two (2) years previous to the Reference Year for a total of three (3) years, or the life of the unit to the extent the unit had not been in operation for three (3) years up to and including the Reference Year. In determining capacity factors for supply Generation Resources, data from the single month of the 36-month period with the lowest capacity factor for that supply Generation Resource will be excluded.

For Point-To-Point Transmission Service Network Resources external to the Transmission Provider Region, the holder of the service may opt to use the above process to the extent that the supply Resource behind the

Transmission Service can be identified, where the LSE has a Capacity and Energy interest through a contract or ownership and the Capacity factor of the Resource is at least fifty percent (50%).

The holder may also opt to use the scheduling factor of the Transmission Service. If the scheduling factor of the Transmission Service or comparable transmission service is used, that scheduling factor must also be at least fifty percent (50%) to qualify as a Baseload Supply Resource. For new Generation Resources, a class average for the technology type shall be used.

(c) Limitation to Baseload Usage. Since Candidate Baseload ARR Rights are based on Baseload Usage in a given ARR Zone, a Market Participant cannot request more ARRs sinking in a particular ARR Zone in Stage 1A than their Baseload Usage in that ARR Zone.

Candidate ARRs (CARRs) equal to one hundred percent (100%) of the Option B Grandfathered Agreements, that were registered with the Transmission Provider pursuant to Section 43.2.2, are automatically included in Stage 1A. The Transmission Provider shall not allocate to Market Participants ARRs representing Option B Grandfathered Agreements that are determined to be feasible.

Such ARRs are used by the Transmission Provider as an accounting mechanism to determine revenue adequacy of any congestion cost refunds to Option B Grandfathered Agreements. Stage 1A includes eight (8)

independent nominations: one (1) of each of the four (4) Seasons and two (2) time periods (On-Peak and Off-Peak). The Transmission Provider shall perform an SFT for each season and time period for the Stage 1A Candidate ARRs ("CARRs"). CARRs are curtailed in each season and time period as required to achieve simultaneous feasibility, provided, that LTTRs already allocated in the prior year shall not be curtailed.

ii. CARRs for Option B Grandfathered Agreements shall be included in the Stage 1A nomination at the full MW quantity of the existing entitlement that was registered with the Transmission Provider pursuant to Section 43.2.2, even if these nominations exceed the Stage 1A cap for CARRs for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus Grandfathered Agreements.

CARRs for service under the Tariff and for Option A Grandfathered Agreements may be nominated in addition to the Option B Grandfathered Agreements up to the Stage 1A cap for CARRs for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus Grandfathered Agreements.

iii. Where the MW quantity of Option B Grandfathered Agreements exceeds the Stage 1A limit for CARRs for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus Grandfathered Agreements, Stage 1A nominations for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus

Grandfathered Agreements will include only Option B Grandfathered Agreements. Any Option B Grandfathered Agreements over the Stage 1A limit for CARRs for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus Grandfathered Agreements are taken into account in subsequent stages by reducing the size of subsequent stages for the purpose of determining nomination eligibility for CARRs for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus Grandfathered Agreements.

iv. All new or incremental nominations in Stage 1A (i.e., nominations not associated with allocated LTTRs in the prior-year) will be subject to the Simultaneous Feasibility Test, and will be allocated only to the extent feasible. The Simultaneous Feasibility Test will be performed on a market-wide, non-ARR Zone basis.

v. In a Market Participant's year 2 and ensuing Annual ARR Allocations, the Market Participant is guaranteed the MW quantity for a Stage 1A CARR (candidate LTTR) up to the current Annual ARR Allocation period's corresponding LTTR MW quantity. Where the LTTR Restoration and Termination Stage is unable to fully allocate such CARR, the Transmission Provider will assign infeasible ARRs for the un-restored MW portion of the CARR. The infeasible ARRs shall be subject to the same settlement terms and conditions as other allocated ARRs. The cost, if any, of infeasible ARRs will be funded by all Stage 1A ARR Holders (i.e., Long Term Transmission Rights (LTTR) holders) in the ratio share of the MW

quantity of LTTRs allocated in the current Annual ARR Allocation. The allocated LTTRs for each Market Participant will be the sum of the allocated LTTRs, the feasible and infeasible ARRs, assigned following the LTTR Restoration and Termination Stage pursuant to Section 43.2.5.

b. Stage 1B Nomination and Allocation Procedures. In Stage 1B, Market Participants are eligible to nominate CARRs up to one hundred percent (100%) of the sum of their forecasted Network Integration Transmission Service peak Load, excluding the portion of a Large Load taking Interim NITS, in each ARR Zone in which they serve Load for the upcoming Annual ARR Allocation period, plus Option A and Option B Grandfathered Agreements, less feasible LTTRs allocated in Stage 1A for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, and Option A Grandfathered Agreements and less Option B Grandfathered Agreements. Any infeasible ARRs assigned following the LTTR Restoration and Termination Stage pursuant to Section 43.2.5 shall be deemed included in the Stage 1B Nomination. This will constitute the Candidate Peak ARR Rights for each Market Participant.

The source for the Candidate Peak ARR Rights will be any of the RSPs in the Peak Reserved Source Set (PRSS) for each of the corresponding ARR Zones up to the qualified Market Participant's pro rata Load share of the ARR Zone. The PRSS shall consist of all supply Resources, inclusive of Baseload Supply Resources, that have met the Resource Qualification Requirements for inclusion as a Reserved Source Point for a given ARR Zone, and entitlements created pursuant to Sections 43.2.1(a)(ii) and 43.2.1(a)(v). Interfaces shall serve as proxies for supply.

Resources located external to the Transmission Provider Region are eligible for inclusion in the PRSS. Since Candidate Peak ARR Rights are based on Peak Usage in a given ARR Zone, a Market Participant cannot request more ARRs sinking in a particular ARR Zone in this stage than their Peak Usage in that ARR Zone.

In addition, Market Participants are eligible to nominate CARRs up to one hundred percent (100%) of the reservation MW quantity for each annual or longer Firm Point-To-Point Transmission Service entitlement or aggregation thereof, less feasible LTTRs allocated in Stage 1A for Firm Point-To-Point Transmission Service entitlement or aggregation thereof. Stage 1B includes eight (8) independent nominations: one (1) for each of four (4) seasons and two (2) time periods (peak and off-peak). Any Option B Grandfathered Agreements rolled over from Stage 1A shall automatically reduce the Stage 1B nomination limit for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, and Grandfathered Agreements. The Transmission Provider will also nominate the MTPS ARR Entitlements in Stage 1B, as described in Section 47. The Transmission Provider shall perform an SFT for each season and time period for Stage 1B CARRs and Candidate MTPS ARRs. The Transmission Provider shall curtail CARRs and Candidate MTPS ARRs in each season and time period as required to achieve simultaneous feasibility. The feasible portions of LTTRs previously allocated in Stage 1A are fixed (not subject to Curtailment) in the Stage 1B process. Infeasible Stage 1A LTTRs remain LTTRs whether or not made feasible in Stage 1B. To the extent that infeasible LTTRs are not rendered feasible in Stage 1B, they shall remain infeasible LTTRs for the current Annual ARR Allocation

period.

ATTACHMENT F
Form of Service Agreement for

NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 This Service Agreement, dated as of _____, is entered into, by and between MISO and _____ ("Transmission Customer").

2.0 The Transmission Customer has been determined by MISO to be a Transmission Customer under the Network Integration Transmission Service Provisions of the Tariff and MISO agrees to provide service upon the request by an authorized representative of the Transmission Customer.

3.0 The Transmission Customer agrees to supply information MISO deems reasonably necessary in accordance with Good Utility Practice in order to provide the requested service, to provide a Transaction Specifications with applicable deposit and will execute a Network Operating Agreement for each requested transaction, and agrees to take and pay for the requested service in accordance with the provisions of the Tariff and this Service Agreement.

4.0 Service under this agreement for a transaction shall commence on the later of: (1) the requested service commencement date, (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the Parties.

5.0 Any Wholesale Distribution Service necessary to effectuate a specific transaction under this Service Agreement shall be in accordance with Exhibit WDS.

6.0 Any notice or request made to either of the Parties shall be made to the following representatives:

	MISO	Transmission Customer
Title:	Contract Administrator	_____
Address:	720 City Center Drive	_____
	Carmel, IN 46032	_____

7.0 The Tariff, Transaction Specification Sheet, Network Operating Agreement and Exhibit WDS are incorporated herein and made a part hereof.

8.0 To the extent applicable, the following Power Factor Requirement(s) shall apply:

_____

_____

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

	MISO	Transmission Customer
By:	_____	_____
Name:	_____	_____
Title:	_____	_____
Date:	_____	_____

EXHIBIT 1 OF ATTACHMENT F

Form of Transaction Specification Sheet for

Network Integration Transmission Service

Dated as of _____

1.0 In accordance with the Service Agreement, dated as of _____, by and between MISO and _____ (Transmission Customer), the Transmission Customer requests a transaction of Network Integration Transmission Service.

2.0 Nature of Transmission Request:

This request for Network Integration Transmission Service is due to

_____

_____

_____

3.0 Type of Transmission Service:

The Network Integration Transmission Service requested is under the Tariff.

The Services requested are described as follows:

_____

_____

_____

Specific local facilities needed to provide the service are

_____

_____

_____

4.0 Term of Transaction: _____

Start Date: _____

Termination Date: _____

5.0 Description of capacity and energy to be transmitted by Transmission Provider:

_____

_____

_____

Note: Include the electric control areas in which the transaction originates and terminates.

6.0 Point(s) of Receipt: _____

Delivering Party: _____

7.0 Point(s) of Delivery: _____

Receiving Party: _____

8.0 Network Resources

8.1 Transmission Customer Generation Owned or Leased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

~~ResourceCapacityCapacity~~

~~Designated As Network ResourceDesignated Interfaces~~

8.2 Transmission Customer Generation Purchased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

~~ResourceCapacityCapacity~~

~~Designated As Network ResourceDesignated Interfaces~~

Note: Attach operating information and description to comply with the Tariff and 18 CFR Section 2.20.

9.0 Network Load

9.1 Transmission Customer Network Load:

Network Load	Transmission Voltage Level

~~Network LoadTransmission Voltage Level~~

9.2 Description:

a) Receipt/Delivery Point Electrical Characteristics:

_____

_____

_____

Note: Please include a Single-Line Diagram if the Delivery Point has Direct Assignment Facilities or Wholesale Distribution Service is necessary.

b) Expected Transmission Profile:

_____

_____

_____

Notes: (1) Provide seasonal peaks for the four latest periods.

(2) Provide average weekly load profiles for the four latest seasonal periods (in numbers and graphs).

c) Historical Load Information:

_____

_____

_____

Notes: (1) Provide monthly clock hour Coincident Peak Demands (at time of Local Balancing Authority Area System Demand) for each of the last twelve months.

(2) Provide monthly clock hour Non-Coincident Peak Demands (Network Load Highest Demand) for each of the last twelve months.

(3) Provide monthly energy for each of the last twelve months.

d) Forecasted Load Information:

_____

_____

_____

Note: (1) Provide projected summer and winter seasonal peak demands for each of the next ten (10) years.

(2) Provide projected energy for each of the next ten (10) years.

e) Interruptible Load:

_____

_____

10.0 Description of Transmission Customers Transmission System:

_____

_____

_____

11.0 Designation of party(ies) subject to reciprocal service obligation:

_____

_____

_____

12.0 Name(s) of any Intervening Systems providing transmission service:

_____

13.0 Party Responsible for Providing Real Power Losses:

_____

_____

_____

14.0 Firmness of Service:

_____

_____

_____

15.0 Reservation Priority:

_____

_____

_____

16.0 Deposit:

_____

_____

_____

Note: Please provide calculation.

17.0 Creditworthiness:

_____

_____

_____

Any credit request should be addressed to the following:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

18.0 Service under this Agreement may be subject to some combination of the charges detailed below, and will be determined in accordance with the terms and conditions of the Tariff.

18.1 Transmission Service Charge:

_____

18.2 System Impact and/or Facilities Study Charge(s):

_____

18.3 Network Upgrade:

_____

18.4 Direct Assignment Facilities Charge:

_____

18.5 Ancillary Services Charges:

_____

_____

_____

_____

18.6 Charges for Wholesale Distribution Service:

_____

Note: See Attachment WDS enclosed.

18.7 Power Factor Requirements (if applicable):

_____

19.0 Any notice or request made to the Transmission Customer regarding this Agreement shall be made to the following representative as indicated below:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

20.0 The Tariff, Service Agreement and Network Operating Agreement are incorporated herein and made a part hereof.

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

MISO	Transmission Customer
By: _____	By: _____
Name: _____	_____

Title: _____ _____

Date: _____ _____

Planning Concurrence

By: _____

Date: _____

Operations Concurrence

By: _____

Date: _____

Transaction Accepted AREF# _____

MISO executes this Transaction Specification Sheet and Network Operating Agreement subject to review by MISO and the local Transmission Owner identifying any and all operating restrictions associated with this network service. Once identified, these operating restrictions will be added to the Network Operating Agreement. MISO will not be responsible for redispatch costs associated with this service until these operating restrictions are identified and included in the Network Operating Agreement with the Transmission Customer.

EXHIBIT 2 OF ATTACHMENT F

Form of Transaction Specification Sheet for

Large Load Network Integration Transmission Service

Dated as of _____

1.0 In accordance with the Service Agreement, dated as of _____, by and between MISO and _____ (Large Load Transmission Customer), the Large Load Transmission Customer requests a transaction of Network Integration Transmission Service.

2.0 Nature of Transmission Request:

This request for Network Integration Transmission Service is due to addition of Large Load located at:

_____

_____

_____

3.0 Type of Transmission Service:

The Network Integration Transmission Service requested is under the Tariff.

The Services requested are described as follows:

_____

_____

_____

a. Network Integration Transmission Service	b. Transaction Start Date	c. Required Upgrades

4.0 Point(s) of Receipt: _____

Delivering Party: _____

5.0 Point(s) of Delivery: _____

Receiving Party: _____

6.0 Forecasted Load Information:

_____

_____

_____

7.0 Network Resources

7.1 Large Load Transmission Customer Generation Owned or Leased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

7.2 Large Load Transmission Customer Generation Purchased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

Note: Attach operating information and description to comply with the Tariff and 18 CFR Section 2.20.

8.0 Network Load

8.1 Large Load Transmission Customer Network Load:

Network Load	Transmission Voltage Level

8.2 Description:

a) Receipt/Delivery Point Electrical Characteristics:

_____

_____

_____

Note: Please include a Single-Line Diagram if the Delivery Point has Direct Assignment Facilities or Wholesale Distribution Service is necessary.

b) Expected Transmission Profile:

_____

_____

_____

Notes: (1) Provide seasonal peaks for the four latest periods.

(2) Provide average weekly load profiles for the four latest seasonal periods (in numbers and graphs).

c) Historical Load Information:

_____

Notes: (1) Provide monthly clock hour Coincident Peak Demands (at time of Local Balancing Authority Area System Demand) for each of the last twelve months.

(2) Provide monthly clock hour Non-Coincident Peak Demands (Network Load Highest Demand) for each of the last twelve months.

(3) Provide monthly energy for each of the last twelve months.

d) Forecasted Load Information:

Note: (1) Provide projected summer and winter seasonal peak demands for each of the next ten (10) years.

(2) Provide projected energy for each of the next ten (10) years.

e) Interruptible Load:

9.0 Description of Large Load Transmission Customers Transmission System:

10.0 Designation of party(ies) subject to reciprocal service obligation:

11.0 Name(s) of any Intervening Systems providing transmission service:

12.0 Party Responsible for Providing Real Power Losses:

13.0 Firmness of Service:

14.0 Reservation Priority:

15.0 Deposit:

Note: Please provide calculation.

16.0 Creditworthiness:

_____

_____

_____

Any credit request should be addressed to the following:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

17.0 Service under this Agreement may be subject to some combination of the charges detailed below, and will be determined in accordance with the terms and conditions of the Tariff.

17.1 Transmission Service Charge:

_____

17.2 System Impact and/or Facilities Study Charge(s):

_____

17.3 Large Load Network Upgrade:

_____

17.4 Direct Assignment Facilities Charge:

_____

17.5 Ancillary Services Charges:

_____

_____

_____

_____

17.6 Charges for Wholesale Distribution Service:

_____

Note: See Attachment WDS enclosed.

17.7 Power Factor Requirements (if applicable):

_____

18.0 Any notice or request made to the Large Load Transmission Customer regarding this Agreement shall be made to the following representative as indicated below:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

19.0 The Tariff, Service Agreement and Network Operating Agreement are incorporated herein and made a part hereof.

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

MISO	Large Load Transmission Customer
By: _____	By: _____
Name: _____	Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Planning Concurrence

By: _____

Date: _____

Operations Concurrence

By: _____

Date: _____

Transaction Accepted AREF# _____

MISO executes this Transaction Specification Sheet and Network Operating Agreement subject to review by MISO and the local Transmission Owner and is subject to the Large Load Transmission Customer complying with all provisions of the Tariff applicable to a Large Load Transmission Customer including, but not limited to, the requirements set forth in Section 37A of the Tariff. To the extent that the local Transmission Owner identifies operating restrictions or requirements applicable to the Large Load Transmission Customer, such local Transmission Owner imposed operating restrictions or requirements shall be in addition to, and shall not otherwise relieve the Large Load Transmission Customer from complying with the applicable requirements set forth in this Tariff.

EXHIBIT 3 OF ATTACHMENT F

Form of Transaction Specification Sheet for

Firm Service Step Up Network Integration Transmission Service

Dated as of _____

1.0 In accordance with the Service Agreement, dated as of _____, by and between MISO and _____ (Large Load Transmission Customer), the Large Load Transmission Customer requests a transaction of Network Integration Transmission Service.

2.0 Nature of Transmission Request:

This request for Network Integration Transmission Service is due to addition of Large Load located at:

_____

_____

_____

3.0 Type of Transmission Service:

The Network Integration Transmission Service requested is under the Tariff.

The Services requested are described as follows:

_____

_____

_____

a. Firm Service Level	b. Transaction Start Date	c. Required Upgrades

4.0 Point(s) of Receipt: _____

Delivering Party: _____

5.0 Point(s) of Delivery: _____

Receiving Party: _____

6.0 Forecasted Load Information (Large Load CPNode):

_____

_____

_____

7.0 Network Resources

7.1 Large Load Transmission Customer Generation Owned or Leased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

7.2 Large Load Transmission Customer Generation Purchased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

Note: Attach operating information and description to comply with the Tariff and 18 CFR Section 2.20.

8.0 Network Load

8.1 Large Load Transmission Customer Network Load:

Network Load	Transmission Voltage Level

8.2 Description:

a) Receipt/Delivery Point Electrical Characteristics:

_____

_____

_____

Note: Please include a Single-Line Diagram if the Delivery Point has Direct Assignment Facilities or Wholesale Distribution Service is necessary.

b) Expected Transmission Profile:

_____

_____

_____

Notes: (1) Provide seasonal peaks for the four latest periods.

(2) Provide average weekly load profiles for the four latest seasonal periods (in numbers and graphs).

c) Historical Load Information:

Notes: (1) Provide monthly clock hour Coincident Peak Demands (at time of Local Balancing Authority Area System Demand) for each of the last twelve months.

(2) Provide monthly clock hour Non-Coincident Peak Demands (Network Load Highest Demand) for each of the last twelve months.

(3) Provide monthly energy for each of the last twelve months.

d) Forecasted Load Information:

Note: (1) Provide projected summer and winter seasonal peak demands for each of the next ten (10) years.

(2) Provide projected energy for each of the next ten (10) years.

e) Interruptible Load:

9.0 Description of Large Load Transmission Customers Transmission System:

10.0 Designation of party(ies) subject to reciprocal service obligation:

11.0 Name(s) of any Intervening Systems providing transmission service:

12.0 Party Responsible for Providing Real Power Losses:

13.0 Firmness of Service:

14.0 Reservation Priority:

15.0 Deposit:

_____

_____

_____

Note: Please provide calculation.

16.0 Creditworthiness:

_____

_____

_____

Any credit request should be addressed to the following:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

17.0 Service under this Agreement may be subject to some combination of the charges detailed below, and will be determined in accordance with the terms and conditions of the Tariff.

17.1 Transmission Service Charge:

_____

17.2 System Impact and/or Facilities Study Charge(s):

_____

17.3 Large Load Network Upgrade:

_____

17.4 Direct Assignment Facilities Charge:

_____

17.5 Ancillary Services Charges:

_____

_____

_____

_____

17.6 Charges for Wholesale Distribution Service:

_____

Note: See Attachment WDS enclosed.

17.7 Power Factor Requirements (if applicable):

_____

18.0 Any notice or request made to the Large Load Transmission Customer regarding this Agreement shall be made to the following representative as indicated below:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

19.0 The Tariff, Service Agreement and Network Operating Agreement are incorporated herein and made a part hereof.

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

MISO	Large Load Transmission Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MISO executes this Transaction Specification Sheet and Network Operating Agreement subject to review by MISO and the local Transmission Owner identifying any and all operating restrictions associated with this network service. Once identified, these operating restrictions will be added to the Network Operating Agreement. MISO will not be responsible for redispatch costs associated with this service until these operating restrictions are identified and included in the Network Operating Agreement with the Large Load Transmission Customer.

EXHIBIT 4 OF ATTACHMENT F

Form of Transaction Specification Sheet for

Interim Network Integration Transmission Service

Dated as of _____

1.0 In accordance with the Service Agreement, dated as of _____, by and between MISO and _____ (Large Load Transmission Customer), the Large Load Transmission Customer requests a transaction of Interim NITS.

2.0 Nature of Transmission Request:

This request for Interim NITS is due to addition of Large Load located at:

_____

_____

_____

3.0 Type of Transmission Service:

The Interim NITS requested is under the Tariff. The Services requested are described as follows:

_____

_____

_____

a. Firm Service Level	b. Non-Firm Service Level	c. Transaction Start Date	d. Transaction End Date
_____	_____	_____	_____

4.0 Point(s) of Receipt: _____

Delivering Party: _____

5.0 Point(s) of Delivery: _____

Receiving Party: _____

6.0 Forecasted Load Information (Large Load CPNode):

_____

_____

_____

7.0 Network Resources

7.1 Large Load Transmission Customer Generation Owned or Leased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

7.2 Large Load Transmission Customer Generation Purchased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

Note: Attach operating information and description to comply with the Tariff and 18 CFR Section 2.20.

8.0 Network Load

8.1 Large Load Transmission Customer Network Load:

Network Load	Transmission Voltage Level

8.2 Description:

a) Receipt/Delivery Point Electrical Characteristics:

_____

_____

_____

Note: Please include a Single-Line Diagram if the Delivery Point has Direct Assignment Facilities or Wholesale Distribution Service is necessary.

b) Expected Transmission Profile:

_____

_____

_____

Notes: (1) Provide seasonal peaks for the four latest periods.

(2) Provide average weekly load profiles for the four latest seasonal periods (in numbers and graphs).

c) Historical Load Information:

Notes: (1) Provide monthly clock hour Coincident Peak Demands (at time of Local Balancing Authority Area System Demand) for each of the last twelve months.

(2) Provide monthly clock hour Non-Coincident Peak Demands (Network Load Highest Demand) for each of the last twelve months.

(3) Provide monthly energy for each of the last twelve months.

d) Forecasted Load Information:

Note: (1) Provide projected summer and winter seasonal peak demands for each of the next ten (10) years.

(2) Provide projected energy for each of the next ten (10) years.

e) Interruptible Load:

9.0 Description of Large Load Transmission Customers Transmission System:

10.0 Designation of party(ies) subject to reciprocal service obligation:

11.0 Name(s) of any Intervening Systems providing transmission service:

12.0 Party Responsible for Providing Real Power Losses:

13.0 Firmness of Service:

14.0 Reservation Priority:

15.0 Deposit:

Note: Please provide calculation.

16.0 Creditworthiness:

_____

_____

_____

Any credit request should be addressed to the following:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

17.0 Service under this Agreement may be subject to some combination of the charges detailed below, and will be determined in accordance with the terms and conditions of the Tariff.

17.1 Transmission Service Charge:

_____

17.2 System Impact and/or Facilities Study Charge(s):

_____

17.3 Large Load Network Upgrade:

_____

17.4 Direct Assignment Facilities Charge:

_____

17.5 Ancillary Services Charges:

_____

_____

_____

_____

17.6 Charges for Wholesale Distribution Service:

_____

Note: See Attachment WDS enclosed.

17.7 Power Factor Requirements (if applicable):

_____

18.0 Any notice or request made to the Large Load Transmission Customer regarding this Agreement shall be made to the following representative as indicated below:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

19.0 The Tariff, Service Agreement and Network Operating Agreement are incorporated herein and made a part hereof.

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

MISO	Large Load Transmission Customer
By: _____	By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Planning Concurrence

By: _____

Date: _____

Operations Concurrence

By: _____

Date: _____

Transaction Accepted AREF# _____

MISO executes this Transaction Specification Sheet and Network Operating Agreement subject to review by MISO and the local Transmission Owner identifying any and all operating restrictions associated with this network service. Once identified, these operating restrictions will be added to the Network Operating Agreement. MISO will not be responsible for redispatch costs associated with this service until these operating restrictions are identified and included in the Network Operating Agreement with the Large Load Transmission Customer.

Exhibit WDS

For Wholesale Distribution Service

1.0 To the extent necessary to effectuate a specific transaction entered into pursuant to a Service Agreement under the Tariff, the following Transmission Owner(s) shall provide Wholesale Distribution Service over their Distribution Facilities:

_____

_____

Note: Attach a Single-Line Diagram of the Electric Facilities.

2.0 Start Date: _____

Termination Date: _____

3.0 The following rates and charges will apply for the requested Wholesale Distribution Service:

_____

_____

4.0 The Service Agreement and Tariff are incorporated herein and made a part hereof.

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

MISO	Transmission Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT G

Form of Network Operating Agreement for

Network Integration Transmission Service

1.0 This Network Operating Agreement ("Operating Agreement"), dated as of _____, is entered into, by and between MISO and _____ ("Network Customer").

2.0 The purpose of this Operating Agreement is to provide the terms and conditions of the exchange of information between the Parties concerning the technical and operational matters in order to plan, design, build, operate and maintain their respective systems and specify the equipment that will be installed, maintained and operated consistent with Good Utility Practice.

3.0 Service under this Operating Agreement for ~~a transaction~~firm Network Integration Transmission Service shall commence on the later of: (1) the requested service commencement date~~,~~ ; (2) the date on which construction of all Direct Assignment Facilities and Network Upgrades, Large Load Network Upgrades, and/or ITO-Large Load Network Upgrades required for the applicable commencement of firm Network Integration Transmission Service is complete, as identified in the applicable Firm Service Step Up or, where no Firm Service Step Up applies, in Exhibit A of this Operating Agreement;~~the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed,~~ or (3) such other date as it is permitted to become effective by the Commission.

4.0 Service under this Operating Agreement for Interim Network Integration Transmission Service shall commence on the later of: (1) the requested service commencement date; or (2) such other date as it is permitted to become effective by the Commission. Service under this Operating Agreement shall further require approval of the Transmission Provider as set

forth in Exhibit F of this Operating Agreement.

5.0 Service under this Operating Agreement shall terminate on such date as mutually agreed upon by the Parties or the termination date of the transaction.

~~4~~6.0 In order to coordinate and implement, on an ongoing basis, the terms and conditions of this Operating Agreement and the Provisions of Network Integration Transmission Service under the Tariff, including, but not limited to planning, operating, scheduling, redispatching, curtailments, control requirements, technical and operating provisions, integrations of equipment, hardware and software and other operating considerations, the Network Customer and MISO shall each appoint a representative, including an alternate, to a Coordination Committee to administer this Operating Agreement with the MISO representative being the chair. If the Network Customer has either Network Resources or Network Load within an ITC Control Area, the ITC may also appoint a representative, including an alternate, to the Coordination Committee. Said committee shall meet, or otherwise concur, as necessary both before and after the service commencement date. The committee shall establish and keep clear records of the meetings and decisions made by the committee. The expenses of the representatives shall be paid by the respective Parties.

~~5~~7.0 The Network Customer shall either: (1) operate as a Local Balancing Authority Area under applicable guidelines of the North American Electric Reliability Council ("NERC") and the applicable regional reliability council, (2) satisfy its Local Balancing Authority Area requirements, including all necessary Ancillary Services, by contracting with MISO or ITC, as applicable, or (3) satisfy its Local Balancing Authority Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies NERC and the applicable regional reliability council requirements. MISO shall not unreasonably refuse to accept contractual arrangements with another entity for Ancillary Services.

~~6~~8.0 The following Exhibits addressing certain needs concerning equipment, data, software, and long-term planning requirements are attached and incorporated hereto:

Exhibit	Title
A	Equipment to Integrate the Network Customer into the Transmission System
B	Data Transfer
C	Software
D	Long-Term Planning
E	Local Balancing Authority Area Requirements
F	Interim NITS Operating Limitations

~~7~~9.0 The Tariff, Application, Service Agreement, Transaction Specifications and Exhibit WDS are incorporated herein and made a part hereof.

~~8~~10.0 If the Network Customer has either Network Resources or Network Load within an ITC Balancing Authority Area, Network Customer shall, if required by ITC, enter into a Control Area Services Agreement with ITC pursuant to ITC's Control Area Services and Operations Tariff or other applicable tariff on file with the Commission.

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

	MISO	Network Customer
By:	_____	_____
Name:	_____	_____
Title:	_____	_____
Date:	_____	_____

Planning Concurrence

By: _____

Date: _____

Operations Concurrence

By: _____

Date: _____

Transaction Accepted AREF# _____

Network Operating Agreement

EXHIBIT "A"

EQUIPMENT TO INTEGRATE THE NETWORK CUSTOMER INTO THE TRANSMISSION SYSTEM

Note: The equipment needed to integrate the Customer into the Transmission Provider's transmission system includes, but is not limited to remote terminal units ("RTU"), metering points and equipment, and any relaying equipment and settings. This listing should include the interconnection points and the necessary equipment and data needed to integrate the Transmission Provider and the Network Customer consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System.

Network Operating Agreement

EXHIBIT "B"

DATA TRANSFER

Note: Each Party shall furnish to the other Party data available to it on such time bases as are established by the Parties when such data are needed for settlement, operating records, or other purposes consistent with the objectives thereof. As promptly as reasonably practicable, each Party shall render to the other Party statements setting forth data from sources available to it in such detail and with such segregation as may be needed for the transmission service provided under the

Network Integration Transmission Service provisions of the Tariff. The data shall include, but not be limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside the Transmission Provider's Transmission System, interchange schedules, unit outputs for redispatch, voltage schedules, loss factors, and other real-time data.

Network Operating Agreement

EXHIBIT "C"

SOFTWARE SYSTEMS

Note: The Parties shall provide the software needed for data links and constraint dispatching.

Network Operating Agreement

EXHIBIT "D"

LONG-TERM PLANNING

Note: The Network Customer shall provide 10 year load and resource forecasts to allow the long-term planning of the integrated systems. Also included shall be any future changes in the transmission systems of either party, which will affect the operation, or reliability of the Transmission System.

Network Operating Agreement

EXHIBIT "E"

BALANCING AUTHORITY AREA REQUIREMENTS

SERVICE	From Transmission Provider	Customer as Control Area	From Third Party
Scheduling, System Control and Redispatch			
Reactive Supply and Voltage Control			
Regulation and Frequency Response			
Energy Imbalance			
Operating Reserve – Spinning			
Operating Reserve – Supplemental			

~~FROM BALANCING~~

~~TRANSMISSION AUTHORITY~~

~~SERVICE PROVIDER AREA~~

~~Scheduling, System~~

~~Control and~~

~~Redispatch~~

~~Reactive Supply~~

~~and Voltage Control~~

~~Regulation and~~

~~Frequency Response~~

~~Energy Imbalance~~

~~Operating Reserve-~~

~~Spinning~~

~~Operating Reserve-~~

~~Supplemental~~

Note: The Network Customer shall arrange for all Balancing Authority Area requirements including necessary Ancillary Services. The elections of the Network Customer shall be noted above.

Network Operating Agreement

EXHIBIT "F"

INTERIM NITS OPERATING LIMITATIONS

In accordance with the information reflected in Exhibit 4 of Attachment F, and the requirements set forth in Section 37A of the Tariff, the customer shall be able to operate non-firm Large Load designated and identified by the Firm Service Step Up study for Interim NITS prior to completion of any Network Upgrades, Large Load Network Upgrades and/or ITO-Large Load Network Upgrades. Operation of this non-firm Large Load may be curtailed by the Transmission Provider for any reliability or operational concerns as defined in Module B.

ATTACHMENT FF

TRANSMISSION EXPANSION PLANNING PROTOCOL

I. Transmission Expansion Plan - Purpose and Scope, Definition and Role of OMS Committee:

This Attachment FF describes the process to be used by the Transmission Provider to develop the MISO Transmission Expansion Plan ("MTEP"), subject to review and approval by the Transmission Provider Board. The provisions of this Attachment FF are consistent with the applicable provisions of Appendix B of the ISO Agreement and this Tariff. For purposes of this Attachment FF, all references to Transmission Owner(s) will include ITC(s). The costs incurred by the Transmission Provider in the performance of data collection, analyses and review, and in the development of the MTEP report, costs incurred under Section I.C of this Attachment FF, and costs incurred under Section I.D of this Attachment FF shall be recovered from all Transmission Customers under Schedule 10 of the Tariff.

A. Enrollment Process: The MTEP is developed to facilitate the timely and orderly expansion of and/or modification to the Transmission System to maintain reliability, promote efficiency in bulk power markets and facilitate compliance with applicable Federal and state laws, regulatory mandates and regulatory obligations. Any transmission provider that wishes to enroll in the Transmission Provider planning process for purposes of Order No. 1000 compliance must become a Transmission Owner, by signing the ISO Agreement, and by, within a reasonable period of time: (1) turning over functional control of its transmission facilities to the Transmission Provider; and (2) taking service under this Tariff for all its load that is physically located within the geographic area comprising the Transmission System. All Transmission Owners enrolled in the Transmission Provider's transmission planning region are listed in either

(1) Attachment FF-4 of this Tariff, for Transmission Owners without a separately filed local planning process or (2) Attachment FF-5 of this Tariff, for Transmission Owners with a separately filed local planning process.

B. OMS Committee Input to MTEP Process: To the extent not otherwise specifically addressed in other portions of this Attachment FF, with respect to the MTEP process, the OMS Committee may provide input to the Transmission Provider planning staff and the System Planning Committee of the Transmission Provider Board, as appropriate, regarding the following:

1. At the start of a planning cycle, the OMS Committee may suggest to the Transmission Provider Board modifications to the Transmission Provider's planning principles and planning objectives for that planning cycle;
2. At the start of a planning cycle, the OMS Committee may suggest additional scope elements in the MTEP;
3. Modeling inputs or assumptions used in the development of the MTEP and related appropriate cost/benefit analyses with respect to certain projects that are not proposed strictly for reliability; and
4. Concerns about general or specific issues with the MTEP process as they arise during the planning year.

Furthermore, at the end of the MTEP development process, but before the MTEP is submitted to the Transmission Provider Board for its review, the OMS Committee may submit a reconsideration request to the Transmission Provider planning staff, which shall respond prior to submitting the final MTEP report to the Transmission Provider Board. This reconsideration

request can be made only with respect to Network Upgrades eligible to receive regional cost allocation under Attachment FF if such projects: (1) will be recommended to the Transmission Provider Board for MTEP Appendix A approval, but have not been considered through the complete MTEP process or (2) will have a change in project cost of twenty-five percent (25%) or greater between the final Subregional Planning Meeting in the current planning year and the project being submitted to the Transmission Provider Board for approval. The Transmission Provider shall consider such a reconsideration request only if it is endorsed by the OMS acting by a vote of sixty-six percent (66%) or more of the OMS members.

At the end of each MTEP cycle, the OMS Committee may submit its assessment of the MTEP process to the Planning Advisory Committee, Transmission Provider, and the System Planning Committee of the Transmission Provider Board. Upon receipt of any such assessment from the OMS Committee, the Transmission Provider planning staff shall provide an appropriate response in a reasonably timely manner.

The manner in which the OMS Committee shall provide its assessment shall be set forth in the Transmission Planning Business Practices Manual procedures. The general procedures adopted with respect to the OMS Committee input into the MTEP shall remain unchanged until June 1, 2015, unless otherwise mutually agreed to by the Transmission Provider and the OMS Committee. Changes to the Transmission Planning Business Practices Manual procedures which describe OMS Committee input into the MTEP process may not be adopted with less than sixty (60) days' notice to the OMS Committee unless the OMS Committee consents to such earlier adoption. At the end of the two year period the Transmission Provider, the OMS, and other stakeholders will assess the success of the input procedures and provide suggestions for

improvement.

C. Development of the MTEP: The Transmission Provider, working in collaboration with representatives of the Transmission Owners, OMS, and the Planning Advisory Committee, shall develop the MTEP, consistent with Good Utility Practice and taking into consideration long-range planning horizons, as appropriate. The Transmission Provider shall develop the MTEP for expected use patterns and analyze the performance of the Transmission System in meeting both reliability needs and the needs of the competitive bulk power market, under a wide variety of contingency conditions. The MTEP will give full consideration to the needs of all Market Participants, will include consideration of demand-side options, and will identify expansions or enhancements needed to i) support competition and efficiency in bulk power markets; ii) comply with Applicable Laws and Regulations; and iii) maintain reliability. Transmission expansions or enhancements may include any facilities that are eligible to be included in the Transmission System as provided for under this Tariff, including SATOA. Any SATOA may only participate in the Transmission Provider's markets to the extent necessary to receive Energy from the Transmission System and to inject Energy into the Transmission System to provide the services for which the SATOA was included in the MTEP. SATOA may not otherwise participate in the Energy and Operating Reserve Markets and/or the Planning Resource Auction unless and until the Tariff includes provisions for storage facilities recovering cost-based revenues as transmission assets to also participate in these or other Market Activities. This analysis and planning process shall integrate into the development of the MTEP among other things:

(i) the Transmission Issues identified from Facilities Studies carried out in connection

with specific transmission service requests; (ii) Transmission Issues associated with generator interconnection service; (iii) the Transmission Issues, including proposed transmission projects, identified by the Transmission Owners in connection with their planning analyses in accordance with local planning process described in Section I.D.1.a to this Attachment FF and the coordination processes of Section I.D.1.b., or developed by Transmission Owners utilizing their own FERC-approved local transmission planning process described in Section I.D.2, as applicable, to provide reliable power supply to their connected load customers and to expand trading opportunities, better integrate the grid and alleviate congestion; (iv) the transmission planning obligations of a Transmission Owner, imposed by federal or state law(s) or regulatory authorities, which can no longer be performed solely by the Transmission Owner following transfer of functional control of its transmission facilities to the Transmission Provider; (v) plans and analyses developed by the Transmission Provider to provide for a reliable Transmission System and to expand trading opportunities, better integrate the grid and alleviate congestion; (vi) the identification, evaluation, and analysis of expansions to enable the Transmission System to fully support the simultaneous feasibility of all Stage 1A ARRs; (vii) the inputs provided by the Planning Advisory Committee; (viii) the inputs, if any, provided by the state and local regulatory authorities having jurisdiction over any of the Transmission Owners; (ix) the inputs of the OMS Committee; and (x) the transmission needs driven by public policy requirements selected to be included as Transmission Issues pursuant to Section I.C.1.b.ii in accordance with Applicable Laws and Regulations.

1. Planning Cycle and Milestones: The ISO Agreement requires that a regional

transmission plan be developed biennially or more frequently. An MTEP planning cycle is established for each calendar year. The development of the MTEP for a planning cycle with a given calendar year designation begins on June 1 of the year prior to the MTEP calendar year designation and ends with the approval of the final MTEP report by the Transmission Provider Board. This approval typically occurs at the Transmission Provider Board Meeting in December of the MTEP designated year. For example, the development of the MTEP14 transmission plan will commence on June 1 of 2013 and typically end with approval in December 2014. The development of the MTEP will follow specified process steps that are detailed, including process diagrams, in the Transmission Provider's Transmission Planning Business Practices Manual ("TPBPM"). The TPBPM shall be posted on the website of the Transmission Provider.

a. Planning Functions: The planning process includes the following functions which are described in detail in the TPBPM:

   i. Model Development;

   ii. Generator Interconnection Planning;

   iii. Transmission Service Planning;

   iv. Cyclical Regional Expansion Planning activities;

   v. Interregional coordination with neighboring transmission planning regions;

   vi. System Support Resource ("SSR") Studies for unit de-commissioning;

   vii. Transmission-to-Transmission Interconnections;

viii. Load Interconnections; and

ix. Focus Studies. These are studies initiated during the cyclical baseline planning process that cannot be delayed until the next planning cycle (for example, NERC/FERC directives, or near-term critical operational issues).

Each of these planning functions may develop system expansions that are taken into consideration in developing the entirety of the MTEP.

b. Planning Cycle: The regional planning process is performed through a continuous series of planning cycles, with each cycle typically addressing Transmission Issues through a rolling planning horizon. Each cycle commences with regional model development, identification of potential expansions from the local planning processes of the Transmission Owners, identification and selection of transmission needs driven by public policy requirements pursuant to Section I.C.1.b.ii to be included as Transmission Issues, and identification by stakeholders or the Transmission Provider of potential expansions that address the Transmission Issues. Each cycle concludes with recommendations to the Transmission Provider Board of recommended solutions to the Transmission Issues evaluated. Transmission Owner plans developed through local planning processes described in Section I.D.1.a are included in the beginning of each regional planning cycle as potential alternatives to local Transmission Issues identified by the Transmission Owners.

i. Key Planning Cycle Milestones: The regional planning process evaluates, with stakeholder input throughout the cycle, the local plans of the Transmission Owners, as one input to the development of the regional plan. Key milestones in the typical MTEP development process are listed below and requirements and timelines for data submittal, review, and comment at each of these milestone points are described in the TPBPM:

(a) Model development;

(b) Identification and selection of transmission needs driven by public policy requirements pursuant to Section I.C.1.b.ii to be included as Transmission Issues;

(c) Testing models against applicable planning criteria;

(d) Development of possible solutions to identified Transmission Issues;

(e) Selection of preferred solution;

(f) Determination of funding and cost responsibility; and

(g) Monitoring progress on solution implementation.

ii. Transmission needs driven by public policy requirements: The process for selecting transmission needs driven by public policy requirements, out of the larger set of transmission needs driven by public policy requirements that stakeholders may propose, to be included in the Transmission Issue(s) for which transmission solutions will be evaluated shall be as follows:

a. At the beginning of the MTEP cycle, stakeholders submit to the Transmission Provider, proposals to consider transmission needs

driven by public policy requirements, as part of the Transmission Issues they may raise, in accordance with Section I.C.2.b, through Sub-Regional Planning Meetings, the Planning Subcommittee and/or the Planning Advisory Committee. The Transmission Provider may also identify transmission needs driven by public policy requirements to be evaluated.

b. The Transmission Provider will then consolidate all such identified transmission needs driven by public policy requirements that it receives into a list that will be distributed to stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee and to other stakeholder forums as the Transmission Provider deems necessary.

c. Transmission needs driven by public policy requirements will be discussed in the Sub-Regional Planning Meetings, Planning Subcommittee and/or the Planning Advisory Committee in accordance with Section I.C.2.b.

d. The Transmission Provider will assess such identified transmission needs driven by public policy requirements that it receives, considering the feedback received from stakeholders and the Sub-Regional Planning Meetings, Planning Subcommittee and/or the Planning Advisory Committee, and select the public policy requirements that will be further studied in the MTEP process.

This selection will be based on:

1. the effective dates, nature and magnitude of the public policy requirements in the Applicable Laws and Regulations;
2. the immediacy or other estimated timing, and extent, of the potential impact on the identified transmission needs;
3. the availability of the resources, and any limitations thereto, that would be required by consideration of such transmission needs driven by public policy requirements;
4. the relative significance of other Transmission Issues that have been raised for consideration; and
5. other appropriate factors that can aid the prioritization of Transmission Issues to be considered by the regional transmission planning process.

iii. The Transmission Provider shall address each of these milestones throughout the planning cycle through Sub-regional Planning Meetings, Planning Subcommittee and Planning Advisory Committee meetings.

2. Stakeholders Input in Planning Process: The Transmission Provider shall facilitate discussions with its Transmission Customers, Transmission Owners, OMS Committee, and other stakeholders about the Transmission Issues and solutions involving both transferred and non-transferred facilities, as described in Section I.D.1 of this Attachment FF.

These discussions will take place at Sub-regional Planning Meetings and at regularly scheduled meetings of the Transmission Provider's Planning Subcommittee, at locations provided by the Transmission Provider and with communication capabilities for those participants unable to have in person representation at these meetings. Once the MTEP report for a specific planning cycle has been completed but prior to recommendation to the Transmission Provider Board for approval, the Transmission Provider shall seek feedback on the proposed MTEP, including Network Upgrades recommended for approval, from the Transmission Provider's stakeholders and the OMS Committee.

a. Planning Advisory Committee ("PAC"): The Planning Advisory Committee is a standing committee reporting to the Transmission Provider's Advisory Committee, and functions subject to the Stakeholder Governance Guide developed by the Stakeholder Governance Working Group, as approved by the Advisory Committee. The PAC is responsible for addressing planning policy issues of importance to stakeholders and within the responsibilities of the Transmission Provider. The PAC charter is maintained on the Transmission Provider's website.

b. Planning Subcommittee ("PS"): The Planning Subcommittee is a standing stakeholder-chaired subcommittee of the Planning Advisory Committee, and functions subject to the Stakeholder Governance Guide developed by the Stakeholder Governance Working Group, as approved by the Advisory Committee. Planning Subcommittee membership is open to interested parties,

including, but not limited to: transmission delivery service and interconnection service customers, marketers, developers, Transmission Owners, state and local regulatory authorities, federal regulatory staff, other Market Participants, and all interested parties. The charter for the committee is developed by stakeholders and is maintained on the Transmission Provider's website. The Transmission Provider will seek guidance from Transmission Owners, state and local regulatory authorities, and other stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee prior to the beginning of each new planning cycle. Guidance will include the scope of planning studies to be undertaken, the development of future scenarios to be modeled and analyzed in long-term planning studies, and the development of suitable models and assumptions to support such studies. The Transmission Provider will also seek guidance from Transmission Owners, state and local regulatory authorities, and other stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee prior to implementing changes or revisions to the scope, models, and assumptions during the planning cycle. The Planning Subcommittee and/or the Planning Advisory Committee may form working groups at the discretion of stakeholders to perform specific tasks supporting the planning processes, such as model development and detail review of study results and draft plan reports.

c. Sub-regional Planning Meetings ("SPMs"): The Transmission Provider shall utilize SPMs to provide opportunity for Transmission Owners, state and local regulatory authorities, and other stakeholders to provide input to the

planning process, and to carry out the tasks of coordinating transmission plans among the Transmission Owners and proposals to address the Transmission Issues identified in the scope of transmission planning studies. Input and planned coordination may occur through the use of existing sub-regional planning groups ("SPGs") where they exist, or through the establishment of new sub-regional meeting forums. One or more SPMs will be used or established for each of the four regional Planning Sub-regions of the Transmission Provider. Planning Sub-regions shall be defined based upon the Transmission Provider Planning Sub-regions: West, Central, South, and East as defined in Attachment FF-3.

i) SPM Participants: Participants at an SPM will consist of representatives of the Transmission Owners operating within the associated Planning Sub-region that integrate their local planning processes with the regional process, representatives from state and local regulatory authorities, and any other parties interested in or impacted by the planning process. For those Transmission Owners engaged in local planning under their own FERC approved local planning processes, such Transmission Owners shall participate in the SPM in order to coordinate their planning activities.

Neighboring transmission-owning utilities and regulatory participants are eligible and encouraged to participate in the SPM to promote joint planning between the Transmission Provider and neighboring transmission systems.

ii) SPM Guidelines. The Sub-regional Planning Meeting participants shall:

(a) Make recommendations for a coordinated sub-regional Plan, after considering sub-regional and regional needs and alternatives, for the ensuing ten years, for all transmission facilities in the sub-region;

(b) Review and comment on proposed Transmission Owners plans identified in local planning processes described in Section I.D.1.a. of this Attachment FF, for additions and modifications to the sub-regional transmission system, as potential solutions to identify Transmission Issues and review the transmission plans developed by those Transmission Owners that have their own FERC-approved local planning process (described in Section I.D.2) to ensure coordination of the projects set forth in such plans with the potential regional planning solutions developed in the SPM process consistent with the requirements of Appendix B of the Transmission Owners' Agreement;

(c) Form technical study task forces as required to carry out the sub-regional planning responsibilities;

(d) Encourage non-Transmission Provider member participation to improve understanding by the SPM participants, the Planning Subcommittee, and the Transmission Provider staff of

facility changes outside the Transmission Provider Region to ensure the impact of such changes are considered in the planning studies;

(e) Promote other stakeholder (i.e., environmental agencies, and load and generation developers) involvement in development of the sub-regional plans.

(f) Recommend to the Planning Subcommittee proposed sub-regional plans to be included in the MTEP. In addition, the transmission projects developed by any Transmission Owner or Owners utilizing the provisions of their own FERC-approved local planning process shall be submitted for inclusion in the regional MTEP after being evaluated by the Transmission Provider in the regional evaluation of SPMs in accordance with Appendix B of the Transmission Owners' Agreement in determining the Transmission Provider's recommendation for inclusion in the MTEP.

(g) Reflect, as desired, minority opinions to the Transmission Provider or the Planning Subcommittee.

(h) SPM Frequency, Location and Agenda: SPMs should meet at least two times per year or as otherwise provided for in the TPBPM, to provide input in the planning process, review plans and recommend changes, if any, needed to address stakeholder needs and to coordinate proposed plans.

Meetings involving CEII or confidential materials shall be handled under Section I.C.12 of this Attachment FF.

3. Meeting Notifications: Notice shall be provided by way of email distribution lists by the Transmission Provider of all SPMs, Planning Subcommittee, and Planning Advisory Committee meetings. These email distribution lists are established and maintained by the Transmission Provider and it is the responsibility of stakeholders to have registered as described on the Transmission Provider website. Meeting dates, times, locations, and materials will also be posted on the meeting calendar page of the Transmission Provider's website. Meeting notification guidelines are set forth in the stakeholder developed Stakeholder Governance Guidelines.

4. Other Meeting Schedules: Planning Subcommittee meetings are regularly scheduled meetings that occur no less than bimonthly. Annual meeting schedules and objectives are developed at the December meeting each year for the subsequent year. Planning Advisory Committee meetings are scheduled as per the PAC Charter.

5. Planning Criteria: The Transmission Provider shall evaluate the system to address Transmission Issues in a manner consistent with the ISO Agreement and this Attachment FF. Projects included in the MTEP may be based upon any applicable planning criteria, including accepted NERC reliability standards and reliability standards adopted by Regional Entities, local planning reliability or economic planning criteria of the Transmission Owner, or required by State or local authorities, any economic or other planning criteria or metrics defined in this Attachment FF, and any Applicable Laws and Regulations. Transmission Owners are required to annually provide updated copies of

local planning criteria for posting on the Transmission Provider's website.

The Transmission Provider will post on its website an explanation of which transmission needs driven by public policy requirements will be evaluated for potential solutions in the local or regional transmission planning process, as well as an explanation of why other suggested potential transmission needs will not be evaluated.

6. Planning Analysis Methods: Planning analyses performed by the Transmission Provider will test the Transmission System under a wide variety of conditions as described in Section II and using standard industry applications to model steady state power flow, angular and voltage stability, short-circuit, and economic parameters, as determined appropriate by the Transmission Provider to be compliant with applicable criteria and this Tariff.

7. Planning Models: The Transmission Provider shall collaborate with Transmission Owners, other transmission providers, Transmission Customers, and other stakeholders to develop appropriate planning models that reflect expected system conditions for the planning horizon. The planning models shall reflect the projected Load growth of existing Network Customers and other transmission service and interconnection commitments. The models shall include: (1) any transmission projects identified in Service Agreements or Interconnection Agreements that are entered into in association with requests for transmission delivery service or interconnection service, as determined in Facilities Studies associated with such requests, and (2) MHVDC Transmission Lines with executed Transmission Connection Agreements. Load forecasts applied to models will consider the forecast Load of Network Customers reported to the Transmission

Provider in accordance with the requirements of Module B and RAR of this Tariff, and the Business Practices Manuals of the Transmission Provider. Models will be posted on a secure application maintained by the Transmission Provider and accessible to stakeholders with security measures as provided for in the TPBPM. The Transmission Provider will provide an opportunity for stakeholders to review and comment on the posted models before commencing planning studies.

The schedules for such reviews are maintained in the TPBPM. Stakeholders shall be afforded opportunities to provide input on Load projections from Tariff reporting requirements or from Transmission Owner forecasts. After the base line forecast and model are established, the Transmission Provider and/or Transmission Owners may adjust the forecast as necessary on an ad hoc basis throughout the planning year to address customer requests for new Load interconnections arising from on-going dialogue with existing and prospective customers.

8. Planning Assumptions: Each MTEP report shall list in detail the planning assumptions upon which the analyses are based. In general, planning analyses will be based on the following:

a. Planning Horizons: The MTEP will identify Transmission Issues for a minimum planning horizon of five years and a maximum planning horizon of twenty years.

b. Load: Load demand will generally be modeled by the Transmission Provider as the most probable (“50/50”) coincident Load projection for each Transmission Owner’s service territory, for the season under study. Specific

studies may model alternative Load probabilities or peak Load for areas within a Transmission Owner's service territory as dictated by operational and planning experience and/or local planning criteria, but in any case shall be treated consistently in the planning for native Load and transmission access requests.

c. Generation: Planning models of five years or longer will model generation, taking into consideration applicable planning reserve requirements, that are: (i) existing and expected to be in existence in the planning horizon; (ii) not existing but with executed interconnection agreements; (iii) associated with MHVDC Transmission Lines with executed Transmission Connection Agreements, and (iv) additional generation as determined with stakeholder input, as necessary to adequately and efficiently meet demand forecasted through the planning horizon and to facilitate compliance with statutory or regulatory mandates. The Transmission Provider shall apply a scenario analysis to determine alternative future generation portfolio possibilities.

Generation portfolio development for planning model purposes will be developed with input from the Planning Advisory Committee and its subcommittees, working groups, and task forces. Point-To-Point Transmission Service and Network Integration Transmission Service customers will have an opportunity to guide new generation portfolio development that is reflective of customer future resource plans.

d. Demand Response Resources: Planning solutions will be based upon the best available information regarding the expected amount and location of Load

that can be effectively and efficiently reduced by demand response or energy efficiency programs, as well as the amount of behind-the-meter generation that can reliably be expected to produce Energy that could impact planning solutions. The Transmission Provider shall perform and report on sensitivity analyses that indicate the effectiveness of potential demand response as alternative planning solutions, to the extent that appropriate methodology for such analyses is developed with stakeholders and documented in the TPBPM.

e. Topology: Each planning study will use the best known topology based upon the most recently approved MTEP. Planning studies will include all projects approved by the Transmission Provider Board, and shall identify, as appropriate, and as detailed in the TPBPM, any system needs already identified in the most recent approved MTEP.

9. Evaluation of Alternatives: When the planning analyses, based on the foregoing principles, identifies Transmission Issues, the Transmission Provider will consider the inputs from stakeholders derived from the SPM processes, the inputs from the Planning Subcommittee and the Planning Advisory Committee, the plans of any Transmission Owner with its own FERC-approved local planning process, and the MTEP aggregate system analyses against applicable planning criteria, in determining the solutions to be included in the MTEP and recommended to the Transmission Provider Board for implementation.

10. Facility Design: Facility design and system configuration (such as conductor sizes, transformer design, bus configuration, protection schemes) are selected by the

Transmission Owner, and must be consistently applied by the Transmission Owner for comparable system service conditions. Comparable application of system design does not preclude the consideration or selection of advanced or alternative transmission technology. For Competitive Transmission Facilities associated with Competitive Transmission Projects, the Transmission Provider may provide limitations or requirements regarding facility design when necessary due to a planning driver or to ensure compatibility with existing transmission facilities to which the Competitive Transmission Facilities will interconnect as further described in Section VIII.C.2.c of this Attachment FF.

11. Status of Recommended Facilities: The status of all project facilities recommended for implementation in the MTEP shall be reported to the Transmission Provider on a quarterly basis and upon solicitation from the Transmission Provider. Each Selected Developer and Transmission Owner is required to provide such status updates regarding the facilities for which it is responsible to construct to the Transmission Provider as further specified in this Section I.C.11 of Attachment FF of the Tariff and the Business Practices Manuals.

The Transmission Provider shall report on such status to the Transmission Provider Board on a quarterly basis, or as otherwise directed by the Transmission Provider Board. The Transmission Provider shall also publicly post such status in a form consistent with the Business Practices Manuals to the Transmission Provider's website on a quarterly basis, redacting any CEII and/or confidential information as necessary.

(a) *Status of Eligible Project facilities approved after December 1, 2015:*

Each Selected Developer and incumbent Transmission Owner shall provide quarterly status reports to the Transmission Provider regarding the facilities included in an Eligible Project approved after December 1st, 2015 for which it is responsible to construct until the quarter after all such facilities have been placed into service and transferred to the Transmission Provider's functional control, or the facilities and/or Eligible Project are otherwise reassigned, canceled, or terminated.

Quarterly status reports shall conform to the format set forth in the Business Practices Manuals and include, at a minimum, the following: (i) project schedule, including each facility's estimated in-service date and any material changes therein; (ii) estimated project costs, including the estimated cost to complete each facility, any material changes therein as compared to the applicable Baseline Cost Estimate as set forth in Section IX.C.1.1, the total project expenditures to date, and the total project expenditures to date expressed as a percentage of the Baseline Cost Estimate, as set forth in Section IX.C.1.1; (iii) facility development status (i.e. under construction, in service, completed, or withdrawn); (iv) status of obtaining necessary regulatory and or environmental permits, certificates, or approvals, including meeting necessary licensing requirements; (v) status of land and right-of-way acquisition; (vi) status of design and engineering; (vii) status of any necessary interconnection agreements; (viii) an explanation of the causes of, or reasons for, any material changes to or deviations from the MTEP in-service date, Baseline Cost-Estimate as set forth in Section IX.C.1.1, and information provided in the last quarterly status report; and (ix) an assessment of the impact of any material changes on the project, including the continued ability to meet the

MTEP in-service date.

Within one hundred eighty (180) Calendar Days after the date the Selected Developer or Transmission Owner have placed all of the facilities included in a Eligible Project for which it is responsible to construct into service, including the transfer of functional control to the Transmission Provider, unless the Transmission Provider and Selected Developer or Transmission Owner agree on a different date, shall provide the Transmission Provider with the following:

1. the final costs to construct the facilities;
2. copies of the final "as-built" drawings and specifications of the facilities;
3. copies of any inspection reports performed on the facilities; and
4. geo-spatial information specific to the facilities (i.e. GIS compatible maps, GPS coordinates, etc.)

(b) *Additional status requirements for Competitive Transmission Facilities:*

In addition to the requirements specified above in Section I.C.11.a of Attachment FF, each Selected Developer shall also include in its status reports the following: (i) status of any necessary project financing; (ii) the percentage (%) of the total project expenditures to date as compared to the total projected project cost schedule provided in the Selected Proposal; (iii) whether any rate filings associated with the Competitive Transmission Facilities were made during the previous quarter or expected to be made in the upcoming quarter; (iv) any changes in the continuing ability to meet the obligations of the Selected Developer Agreement according to the schedules and milestones agreed to therein, including any binding cost-containment measures that were included in the

Selected Proposal; (v) an explanation of the causes of, or reasons for, any changes from the specifications included in the Selected Proposal; and (vi) an assessment of the impact of any such changes on the Competitive Transmission Facilities included in the Competitive Transmission Project.

(c) *Status of all other facilities recommended for implementation in the MTEP:*

The requirements and obligations set forth in this section I.C.11.c of Attachment FF, shall be applicable to all facilities recommended for implementation in the MTEP except for those facilities that are included in an Eligible Project approved by the Transmission Provider Board after December 1, 2015.

Each incumbent Transmission Owner shall provide status reports to the Transmission Provider regarding the facilities that are included in projects other than those specified in Attachment FF §I.C.11.a for which it is responsible to construct, until the quarter after such facilities have been placed into service and transferred to the Transmission Provider's functional control. Status reports shall conform to the format set forth in the Business Practices Manuals and at a minimum, include the following: (i) material changes to the schedule and to the estimated project cost; (ii) an explanation of the causes of, or reasons for, any such changes; and (iii) changes in project status (i.e., under construction, in service, completed, or withdrawn). The Transmission Provider shall report such progress to the Transmission Provider Board on a quarterly basis, or as otherwise directed by the Transmission Provider Board.

12. Treatment of Critical Energy Infrastructure Information ("CEII") and Confidential Data: The Transmission Provider shall utilize appropriate Non-Disclosure and

Confidentiality Agreements ("NDA") to address sharing of Confidential Information and CEII transmission planning information. The secured sites containing such information will require such agreements to be executed in order to obtain access to those applications. Stakeholder meetings at which CEII may be available shall be noticed to email distribution lists and shall require execution of NDAs prior to participation in such meetings. In the alternative, such meetings will be structured to have separate discussion of issues involving CEII data only with participants that agree to execute the NDA. Confidential information related to economic (e.g., congestion) studies, as well as CEII, is clearly sensitive information which must remain confidential. The Transmission Provider shall use generic, publicly available, cost information from industry sources in the economic studies to prevent the accidental release of confidential information. This approach will promote an open planning process because the results of economic studies are available to all interested parties.

Entities that are members of any stakeholder sector of the Advisory Committee shall, upon request and subject to execution of the appropriate NDA(s), be provided with access to the data used by the Transmission Provider to develop the MISO Transmission Expansion Plan designated as Confidential Information and/or CEII. Access, which shall be described in the Transmission Planning Business Practices Manual, shall be subject to: (1) the prior execution of all appropriate NDAs required by the Transmission Provider to protect Confidential Information as well as CEII by persons authorized by the sector member to receive transmission planning information on the sector member's behalf and (2) any provisions of this Tariff or the applicable Business Practice Manuals that govern

access to or use of the type of information for which access is sought. The provisions of this Section I.C.12 are not exclusive and do not diminish the right of any stakeholder to access Confidential Information or CEII under any other authorizing provision of the Tariff, Business Practices Manuals, or FERC order.

13. Resolution of Stakeholder Input: The Transmission Provider shall solicit input and comments from all stakeholders, including Transmission Owners, during and after stakeholder planning meetings, and will use reasonable efforts to reply to comments that the Transmission Provider does not elect to implement, together with reasons for such actions. The Transmission Provider shall develop a process for the documentation and resolution of stakeholder issues raised in the planning process, including but not limited to issues related to planning criteria.

14. Dispute resolution: Consistent with Attachment HH of this Tariff, the Transmission Provider shall resolve disputes concerning MTEP issues. The first step will be for designated representatives of the affected parties to work together to resolve the relevant issues in a manner that is acceptable to all parties. If that step is unsuccessful, each affected party shall designate an officer who shall review disputes involving them that their designated representatives are unable to resolve. The applicable officers of the parties involved in such dispute shall work together to resolve the disputes so referred in a manner that meets the interests of such parties, either until such agreement is reached, or until an impasse is declared by any party to such dispute. If such officers are unable to satisfactorily resolve the issues, the matter shall be referred to mediation. Parties that are not satisfied with the dispute resolution procedures may only file a complaint with the

Commission during the negotiation or mediation steps.

If a matter remains unresolved, the affected parties may pursue arbitration.

D. Project Coordination: In the course of the MTEP process, the Transmission Provider shall seek out opportunities to coordinate or consolidate, where possible, individually defined transmission projects into more comprehensive cost-effective developments subject to the limitations imposed by prior commitments and lead-time constraints. The Transmission Provider shall coordinate with Transmission Owners, and shall consider the input from the SPMs, Planning Subcommittee, and Planning Advisory Committee to develop expansion plans to meet the needs of the system. This multi-party collaborative process will allow for all projects with regional and inter-regional impact to be analyzed for their combined effects on the Transmission System. Moreover, this collaborative process is designed to ensure that the MTEP address Transmission Issues within the applicable planning horizon in the most efficient and cost effective manner, while giving consideration to the inputs from all stakeholders. In addition to the requirements of this Attachment FF, there may be state or local procedural requirements applicable to the planning or siting of transmission facilities by the Transmission Owners. A current list of those requirements can be found on the Transmission Provider's website.

1. Transmission Owners Electing to Integrate their Local Planning Processes into the Transmission Provider's Processes: Some Transmission Owners have agreed to integrate internal planning process with the Transmission Provider's open and coordinated planning processes for all of their transmission facilities to comply with Order 890 Planning Principles instead of filing a separate Attachment K. Through this election, the local planning for all transmission facilities of these Transmission Owners, regardless of

whether the facilities are ultimately transferred to the functional control of the Transmission Provider, shall be integrated with and included in the regional planning processes of the Transmission Provider. These regional planning processes, as provided for in this Attachment FF and in additional detail in the TPBPM, ensure that the planning decisions for all such facilities are made in an open and transparent environment. This planning environment provides opportunity for input from, and review by, stakeholders of the Open Access Transmission Tariff services throughout the planning process, and is in accordance with the Planning Principles of the Order 890 Final Rule. The open and transparent planning provisions of this Attachment FF shall not preclude interaction between stakeholders and Transmission Owners prior to the submittal of proposed projects to the regional planning process.

Transmission Owners integrating local planning processes into the regional planning processes are listed in Attachment FF-4. Such Transmission Owners shall be responsible for providing the Transmission Provider with sufficient information regarding all planning activities to enable the Transmission Provider to adequately review and incorporate all of the Transmission Owner's transmission facilities into the regional planning process of the Transmission Provider, as described in Sections I.D.1.a. and I.D.1.b. of this Attachment FF.

The foregoing Transmission Owners will utilize the planning stakeholder forums of the Transmission Provider to demonstrate the need for, identify the alternatives to, and report the status of non-transferred transmission facilities using the same open, transparent and coordinated planning process provided by the Transmission Provider for

transferred facilities as described in this Attachment FF.

a. Local Planning Processes of Transmission Owners: In accordance with the ISO Agreement, each Transmission Owner engages in local system planning in order to carry out its responsibility for meeting its respective transmission needs in collaboration with the Transmission Provider subject to the requirements of applicable state law or regulatory authority. In meeting its responsibilities under the ISO Agreement, the Transmission Owners may, as appropriate, develop and propose plans involving modifications to any of the Transmission Owner's transmission facilities which are part of the Transmission System. The Transmission Owners shall include the following specific local planning steps in order to develop plans for potential inclusion in the regional plan, in accordance with the annual regional planning process as described in Section I.D.1.b. of this Attachment FF, and in accordance with the regional planning principles of Section I.C of this Attachment. In addition to the local planning steps below, Transmission Owners shall adhere to any applicable state or local regulatory planning processes.

i. Define local study area and study horizon;

ii. Develop appropriate power system models;

a) Utilize existing NERC or Transmission Provider cases to model external systems;

b) Insert detailed model of Transmission Owner system if required;

c) Insert updated detailed models of neighboring system models if required; and

d) Verify model topology and generation.

iii. Update loads (spatial and magnitude) in study area;

a) Review historical MW and MVAR data to develop growth trends;

b) Obtain Load forecasts from customers in study area; and

c) Obtain input from local distribution planners in the study area.

iv. Perform contingency analysis using applicable Transmission Owner planning criteria;

v. Identify any violations to planning criteria for each of study period;

vi. Develop alternative solutions to the criteria violations and test against the planning criteria;

a) Obtain cost estimates for each alternative and perform economic analyses; and

b) Determine non-cost attributes of each alternative such as operating flexibility, robustness, among others.

vii. Select alternative based on cost and non-cost attributes;

viii. Submit proposed solution and list of alternatives and assumptions to the Transmission Provider;

ix. Participate in stakeholder evaluations and discussions as a part of annual regional plan development process;

x. Perform additional analysis as required based on feedback from stakeholder groups (SPM/PS) in the regional planning process;

xi. Submit results of additional analysis (if performed) to the Transmission

Provider for further discussion with stakeholders (SPM/PS);

xii. Consider regional planning process results, including stakeholder feedback on needs, proposed solutions, and alternatives, in determining whether or not to proceed with implementation of Transmission Owner proposed expansions; and

xiii. Post the planning criteria and assumptions, and power flow models used in development of each Transmission Owner's current local planning proposal in accordance with Section I.D.1.b below. To the extent that the Transmission Owner uses the MISO MTEP models in developing its list of newly proposed projects, the Transmission Owner shall indicate as per Section I.D.1.b. below, the associated MTEP model used.

The Transmission Provider will maintain a link to applicable MTEP models on its website together with instructions for accessing such models consistent with CEII criteria and suitable non-disclosure agreements. In the event that the Transmission Owner applies its own power flow models in developing its proposed local plans, the Transmission Owner shall provide such models to the Transmission Provider for posting, or shall provide to the Transmission Provider a link to the location of such Transmission Owner model(s) and to instructions for accessing such models consistent with the Transmission Owner's CEII and non-disclosure requirements. Transmission Provider shall post on its website links to such postings on Transmission Owner's website.

b. Integration of Local Planning Processes of Transmission Owners: Transmission Owners listed on Attachment FF-4 as integrating local planning processes

with those of the Transmission Provider, shall integrate proposals for transmission expansions into the regional planning process as follows. Each Transmission Owner shall submit its proposals for transmission plans to the Transmission Provider prior to the start of each regional planning cycle. Each Transmission Owner's local plan, which consists of a list of proposed projects, shall be made available on the Transmission Provider's website for review by the PAC, the PS, and the SPM participants, subject to CEII and the confidentiality provisions in this Attachment FF. Such local plans shall be posted by September 15 each year in order to provide time for written comments by stakeholders. In addition to the list of proposed projects, each Transmission Owner submitting newly proposed projects by September 15 in any MTEP annual cycle shall provide to the Transmission Provider by June 1 of the same year identification of any MISO base power flow model used by the Transmission Owner in support of the identification of the list of proposed projects to be subsequently posted in September, or in the event that the Transmission Owner uses a non-MISO base power flow model in support of the identification of the list of proposed projects the Transmission Owner shall provide to the Transmission Provider such base power flow model or a link to the power flow model and assumptions used.

Each Transmission Owner's local planning model and associated assumptions shall be accessible on or through a link on the Transmission Provider's website for review, subject to CEII and the confidentiality provisions in this Attachment FF and consistent with section I.D.1.a. In the event that the Transmission Owner uses a non-MISO base power flow model, the Transmission Owner shall provide for posting updates

if there are significant changes in the model by July 15, August 15, and September 15 of each year. Comments by stakeholders on the local planning models and assumptions that are provided to the Transmission Provider SPM Planning Contact by July 1, or August 1 or September 1 with respect to updates, shall be forwarded to the applicable Transmission Owner by July 8, August 8, or September 8, respectively. The Transmission Provider shall address any unresolved stakeholder issues through the SPM process.

Each Transmission Owner shall also provide to the Transmission Provider by June 1 of each year any updates to the posted transmission planning criteria, or a notification that the posted documents have not changed. In the event a Transmission Owner has additional significant updates to the posted transmission planning criteria, the Transmission Owner shall provide such updates for posting by July 15, August 15, and September 15 of each year.

The Transmission Provider shall post on its website the lists of newly proposed projects, criteria and assumptions, and supporting base power flow models or links to supporting base power flow models, as provided by the Transmission Owners. Initial comments by stakeholders to the proposed projects should be provided to the Transmission Provider SPM Planning Contact 45 days after the posting of local plans otherwise comments may be made pursuant to Section I.C.2.c.ii. The Transmission Provider SPM Planning Contact shall be identified on the Transmission Provider's web site page devoted to Expansion Planning. The Transmission Provider shall provide to the applicable Transmission Owner within five working days of receipt, a copy of all stakeholder comments received within 45 days of the posted information regarding

Transmission Owner planning criteria and assumptions, models applied, and list of proposed projects. The Transmission Provider shall address any unresolved stakeholder issues through the SPM process. Each Transmission Owner must participate in SPMs in the respective Planning sub-region as indicated in the Transmission Providers meeting schedule. Such SPMs shall provide input to and review of the results of the needs assessments and adequacy of plans proposed by the Transmission Owners, or by stakeholders to the planning process, or by the Transmission Provider, to best meet the needs of the sub-region.

Transmission Owners identified in Attachment FF-4, must submit to the Transmission Provider, on an annual basis and at a time to be determined by the Transmission Provider, which shall be prior to the beginning of each regional planning cycle, all proposed transmission plans for both transferred and non-transferred transmission facilities. The submitted projects of such Transmission Owners shall be considered potential alternatives to system needs identified, and as such must be submitted when initially identified as a potential system solution, in order to permit the evaluation of such projects along with other potential alternatives that may be proposed by stakeholders or the Transmission Provider, in the SPM processes. Such alternatives may include transmission, generation, and demand-side resources. The Transmission Provider will review and evaluate such alternatives on a comparable basis and select the most appropriate solution. Comparability includes the ability of the Transmission Provider to obtain contractual assurances that the selected solution will be implemented by the required in-service dates. Contractual commitments associated with the

construction of an MTEP Appendix A approved project by MISO Transmission Owner(s) and/or Selected Developer(s) are provided for by the ISO Agreement, this Tariff, and the Selected Developer Agreement.

c. Large Load Project Review Process

i. Definitions

For purposes of Sections II and III of this Attachment FF and Attachments LLL and MMM, capitalized terms shall have the meaning set forth in this section. Any capitalized terms not defined herein shall have the meaning set forth in Module A of the Tariff.

Large Load Network Upgrade(s): Those additions, modifications, and upgrades to be made to the Transmission System that are to be located inside the Transmission Pricing Zone containing the Point of Withdrawal for the Large Load, including Transmission Owner's system protection facilities, which are required to accommodate the interconnection of the Large Load to the Transmission System and are additions, modifications, and upgrades the Transmission Provider, through the Large Load Project Review process, has found to be necessary for the Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to the Large Load Transmission Customer. The Large Load Network Upgrade(s) shall be set forth in Exhibit B to the Large Load Cost Recovery Agreement in the form of Attachment LLL to the Tariff.

Impacted Transmission Owner Large Load Network Upgrade(s) ("ITO-Large Load Network Upgrades"): Those additions, modifications, and upgrades to be

made to the Transmission System that are located outside of the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load, including the Transmission Owner's system protection facilities to accommodate the interconnection of the Large Load to the Transmission System and are additions, modifications, and upgrades the Transmission Provider, through the Large Load Project Review process, has found to be necessary for the Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to the Large Load Transmission Customer. The Impacted Transmission Owner Large Load Network Upgrade(s) shall be set forth in a Large Load Impacted Transmission Owner Cost Recovery Agreement(s) in the form of Attachment MMM to the Tariff.

Large Load Cost Recovery Agreement ("LL-CRA"): An agreement in the form of Attachment LLL between a Large Load Transmission Customer, the interconnecting Transmission Owner with Large Load Network Upgrades, the Transmission Owner(s) with Large Load Network Upgrades located inside the Transmission Pricing Zone containing the Point of Withdrawal for the Large Load, and the Transmission Provider, that establishes the rights and obligations of the parties with respect to the cost responsibility for the Large Load Network Upgrade(s).

Large Load Impacted Transmission Owner Cost Recovery Agreement ("LLITO-CRA"): An agreement in the form of Attachment MMM, between a Large Load Transmission Customer, a Transmission Owner with Impacted Transmission Owner Large Load Network Upgrade(s), and the Transmission Provider, that establishes the

rights and obligations of the parties with respect to the cost responsibility for the Impacted Transmission Owner Large Load Network Upgrade(s).

ii. Large Load Project Review Process Scope and Application

a) A Large Load Transmission Customer seeking Transmission Service to serve a Large Load must submit a Large Load Transmission Service Application (or "Large Load Application") in the form specified by the Transmission Provider. Within the Large Load Application, the Large Load Transmission Customer must indicate (i) whether it is requesting an expansion of an existing load or proposing a new load; (ii) the specific study process it is requesting as summarized below; and (iii) provide all information, deposits, and documentation required by the selected study process.

b) The Large Load Application must request processing through only one of the following study options:

- Large Load Project Review ("LLPR") = the required core study process for Large Loads that are equal to or greater than 50 MW, or existing loads that are increasing by at least 25 MW in the aggregate.
- Firm Service Step Up ("FSSU") = takes place after Large Load Addition Resource Study or LLPR is completed; the process to determine firm NITS service level of the incremental addition of load until the commencement of full firm service of the Large Load.
- Interim Network Integration Transmission Service ("Interim NITS") = takes place after LLPR is completed; provides an interim non-firm Transmission

Service while Large Load Network Upgrades are being constructed. This option may be selected after completion of the LLPR process.

- Large Load Addition Resource Study Process ("LARS") = provides an expedited study process for large loads greater than 200 MW that has a proximately located generation resource that is formally paired with it. The load and generation studies will be completed in a parallel 120-day study process. The study process requires the generation and load pair to execute a minimum five-year commercial agreement in addition to remaining paired for a minimum of fifteen years to participate in LARS.

The Transmission Provider shall review the application in accordance with the procedures applicable to the selected process. The Large Load Transmission Customer may not change the requested service study process, or the amount of MW identified once the Large Load Application is submitted.

In the event that the relevant Transmission Owner is unknown, the Large Load Transmission Customer may request the Transmission Provider to provide the name and the contact information of the Transmission Owner through a request form. In the form, the Large Load Transmission Customer must submit the relevant information to the Transmission Provider to help it identify the relevant Transmission Owner.

The Transmission Customer may request an optional study in accordance with

Attachment FF-10 that the Transmission Provider perform the EMT studies for such Transmission Customer. In the event that they make such request, the Transmission Customer will need to submit a study deposit of one hundred thousand dollars ($100,000).

iii. Large Load Project Review Study

Large Load that has been identified by the Transmission Owner of the Electric Facility and its Point of Withdrawal as requiring transmission upgrades will be independently reviewed by the Transmission Provider to determine the reliability impacts on the MISO Transmission System after submission to the Transmission Provider. The Transmission Provider will collaborate with the Transmission Owner and Large Load Transmission Customer to review the results of the Transmission Provider's independent analysis and determine if any mitigation is required to address reliability impacts as addressed below in the Large Load Project Review study. The Large Load Transmission Customer and Transmission Owner shall supply facility information, planning models, model quality and performance verification, supporting technical report and any other information identified in the Business Practices Manuals as necessary to enable the Transmission Provider to perform reliability analysis studies. Any modification to the Transmission System will be presented to stakeholders through the MTEP process, which includes LLPR and Out-of-Cycle Review.

a) Triannual Studies

The Transmission Provider will perform LLPR studies three times during each

365-day period commencing from the effective date for the Tariff revisions proposed in Docket No. ER27-____ for this LLPR process, based on any Large Load Applications received by the Large Load Application deadline. The Transmission Provider shall post the application deadline on its website. After the first LLPR study cycle, the Transmission Provider shall post the application deadline no later than ninety (90) Calendar Days prior to such deadline. The Transmission Provider will accept Large Load Applications on a rolling basis. Any Large Load Applications received after the posted deadline shall be eligible for inclusion in the next LLPR study. Any Large Load Applications that remain deficient at the end of the cure period described in Section I.D.1.c.iii.c will be automatically withdrawn but shall be eligible for resubmission in the next LLPR study.

b) Requirements for LLPR Processing

A valid and complete Large Load Application shall include the following information as further described in the Transmission Planning Business Practices Manual (BPM) or Large Load BPM:

1) Identification of the following information:

a. Geographic location: the Point of Withdrawal for the Large Load and the Electric Facilities.

b. The level, in MW, of firm and non-firm transmission service requested.

c. Facility load composition and major equipment characteristics, including computational/non-computational load and major power-

electronic, motor/cooling, uninterruptible power supply (UPS)/battery energy storage system (BESS), backup/on-site generation, and reactive equipment, as applicable Operating and dynamic characteristics, including load profile, staged development, significant or repetitive load changes, and workload transfer characteristics, as applicable.

d. Protection, ride-through, recovery, and other material dynamic-performance characteristics, as applicable.

e. MTEP Project ID for associated load and transmission upgrades.

f. MOD Project ID for associated load and transmission upgrades.

g. Requested In Service Date and as applicable the trial operation Date.

h. Contact information.

2) Study files

a. Applicable planning models and supporting model documentation/verification information, including power-flow, positive-sequence dynamic, and EMT models as required in the BPM for Large Loads.

b. Contingency and Monitored Element update.

c. One line diagram.

d. Transmission Owner's Interconnection Study Report that includes the following:

- Study scope, steady and dynamic analysis results, and the necessary mitigations.
- Transmission Owner studies that inform submitted solutions including ATT/GETS considered and the outcome of that determination.
- If Transmission Owner has identified required Large Load Network Upgrades, then the report must include the following information:
    - Identification of the Large Load Network Upgrade, including location and Transmission Issue that it is required to address;
    - The Transmission Owner's estimate of the total cost of each Large Load Network Upgrade;
    - Identification of the following: 1) the total Large Load Network Upgrade costs required to serve the Large Load Transmission Customer in the amount the Large Load Transmission Customer is obligated to pay; and (2) If the portion of the costs assumed by the Large Load Transmission Customer is less than 100% of the capital costs of all Large Load Network Upgrades submitted in the LLPR process, a narrative explanation of how this portion was determined.

3) Attestation

A Large Load Transmission Customer seeking to procure any form of Transmission Service on behalf of a Large Load, including any increase in existing Transmission Service of 25 MW or more for an existing Large Load, shall include with its Large Load Application an attestation from the Large Load Transmission Customer in the form provided as Attachment FF-9, attesting that:

i. The Large Load Transmission Customer acknowledges that reliability impacts and any additional mitigations remain subject to review by the Transmission Provider through the applicable study process;

ii. The Large Load Transmission Customer will comply with all applicable terms in Module B, Section 37A and associated submission timelines for the Large Load; and

iii. The Large Load Transmission Customer has a commercial agreement with the entity that owns the Large Load providing for Large Load Transmission Customer to procure or request Transmission Service on behalf of the Large Load.

iv. The Large Load Transmission Customer does not have any requests for Transmission Service to serve the Large Load identified in current application pending with the Transmission Provider and agrees that the submission of any subsequent application for Transmission Service to serve the same Large Load shall be deemed a request to withdraw the current application. This certification shall not be construed to prevent the

submission of an application for additional Transmission Service for a Large Load previously granted Transmission Service.

4) An executed LLPR System Impact Study Agreement in the form of Attachment FF-10 to Attachment FF.

5) A non-refundable application fee of two hundred fifty thousand dollars ($250,000).

6) A study deposit of one hundred thousand dollars ($100,000) upon submission of the Large Load Application to cover the cost of the LLPR process, FSSU, or Interim NITS.

7) A completed non-disclosure agreement, in the form of Attachment Z to the Tariff, executed by the Large Load Transmission Customer.

8) A completed and executed CEII non-disclosure agreement in the form of Attachment FF-11 to the Tariff listing all individuals that Large Load Transmission Customer intends to have access to any CEII provided is accordance.

c) Review and Cure of Application Deficiencies

A Large Load Application will not be considered valid until all items in Section I.D.iii.b have been received by Transmission Provider. The Transmission Provider shall determine whether any requirements are not met; Transmission Provider shall then notify the Large Load Transmission Customer within fifteen (15) Business Days from the Large Load Application deadline either that the Transmission Provider has accepted the Large Load Application as valid or has determined that the Application is not valid due to its

failure to meet one or more of the requirements set forth in Section I.D.iii.b. In the event Transmission Provider determines that the Large Load Application does not meet one or more of the requirements set forth in Section I.D.iii.b., Transmission Provider shall provide the Large Load Transmission Customer with an explanation of the reasons for such determination. The Large Load Transmission Customer shall have ten (10) Business Days from the date that the Transmission Provider notifies the Large Load Transmission Customer the Large Load Application is invalid to provide the additional requested information needed to constitute a valid Large Load Application. The Transmission Provider will communicate with the Large Load Transmission Customer whether the identified deficiencies are cured within five (5) Business Days. In summary, the Transmission Provider shall have one review period of fifteen (15) Business Days, and the Large Load Transmission Customer shall have one cure period of ten (10) Business Days during the Large Load Application review process.

In the event the Transmission Provider discovers a deficiency with the Large Load Application later in the LLPR process, the Transmission Provider will notify the Large Load Transmission Customer as soon as practicable. The Large Load Transmission Customer shall provide the Transmission Provider the additional requested information needed to constitute a valid Large Load Application no later than five (5) Business Days after the request is made. In the event that the deficiency is not cured within the required five (5) Business Day period, the Large Load Transmission Customer's Large Load Application shall immediately be deemed withdrawn as of the date of such deadline without any further cure period. The Transmission Provider shall

provide written notice to the Large Load Transmission Customer of the Application's withdrawal with an explanation of the reasons for such deemed withdrawal upon the expiration of the Large Load Transmission Customer's five (5) Business Day cure period.

d) Model Build Period

Not later than five (5) Business Days after the conclusion of the ten (10) Business Day cure period, the Transmission Provider shall develop models for the LLPR studies based on the latest MTEP case and reflecting all MTEP approvals that have occurred as of the end of the ten (10) Business Day cure period (as described in Section I.D.1.c.iii.c) for the LLPR study for which the model is being developed. The Transmission Provider shall circulate draft models once prepared to the applicable Transmission Owners and Large Load Transmission Customers that have executed the required nondisclosure agreements, and comments on the models received within five (5) Business Days will be considered. The Transmission Provider shall finalize the models at the conclusion of model review. The model build period shall end on the date that the Transmission Provider provides the final models to the applicable Transmission Owners and Large Load Transmission Customers. The Transmission Provider shall use reasonable efforts to complete the model building and review activities described in this Section I.D.1.c.iii.d within thirty (30) Calendar Days after the conclusion of the Large Load Application cure process.

e) The LLPR System Impact Study

The Transmission Provider shall commence the LLPR System Impact Study two (2) Business Days after the conclusion of the model build process described in Section

I.D.1.c.iii.d. This study shall consist of an analysis of the impacts of the Large Load on the Transmission System as further described in Attachment FF-10 to the Tariff and based on any applicable planning criteria, including accepted NERC reliability standards and reliability standards adopted by Regional Entities, local planning reliability criteria of the Transmission Owner, or required by a State Regulatory Authority or local regulatory authority, any other planning criteria or metrics defined in this Attachment FF, and any Applicable Laws and Regulations. During performance of the LLPR System Impact Study, the Transmission Provider may consider alternative solutions including those suggested by stakeholders and the MTEP aggregate system analyses against applicable planning criteria, in determining the solutions to be included in the LLPR System Impact Study.

The Transmission Provider will post all proposed Large Load Applications to be included in the upcoming LLPR System Impact Study to the Transmission Provider's MTEP public webpage and will send notice of their posting via email within two weeks after the start of each study cycle.

The Transmission Provider shall analyze the impacts of the Large Load Application based on the models and with applicable planning requirements described in Sections I.D.1.c.iii.e for the Large Load in accordance with Attachment FF and the Transmission Planning Business Practices Manual ("TPBPM").

If any Transmission Issues are identified, the Transmission Provider will send the initial Transmission Issues and collaborate with Transmission Owners on the development of possible solutions, including ATT/GETS, and the selection of preferred

solutions to the identified Transmission Issues. Transmission Owners have fifteen (15) Business Days to respond with possible solutions and associated costs to identified Transmission Issues. The Transmission Provider will review and test the mitigation within ten (10) Business Days. If more Transmission Issues are identified by the Transmission Provider, the Transmission Provider will notify the applicable Transmission Owners and the Transmission Owners will have ten (10) Business Days to develop possible solutions and associated costs to the identified Transmission Issues. The Transmission Provider will review and test the mitigation within five (5) Business Days, if the Transmission Issues are not resolved the Large Load Application will be withdrawn and the project will be removed from the LLPR study.

Upon conclusion of an LLPR study, the Transmission Provider shall provide a draft LLPR study report ("LLPR Study Report") to the Large Load Transmission Customer and each applicable Transmission Owner. The Large Load Transmission Customer and Transmission Owner(s) shall have five (5) Business Days to review and provide comments on the draft LLPR Study Report.

f) Tender and Processing of Final LLPR Study Report, Large Load Cost Recovery Agreement and/or Large Load Impacted Transmission Owner Cost Recovery Agreement(s).

At the conclusion and reconciliation of the comments on the draft LLPR Study Report, the Transmission Provider shall tender the final LLPR Study Report and Large Load Cost Recovery Agreement and/or Large Load Impacted Transmission Owner Cost Recovery Agreement(s), as applicable, to the Large Load Transmission Customer and

applicable Transmission Owner(s).

Transmission Owner and Large Load Transmission Customer shall have fifteen (15) Business Days from the date of such tender (a) to execute the Large Load Cost Recovery Agreement and/or Large Load Impacted Transmission Owner Cost Recovery Agreement(s) and return it to the Transmission Provider; or (b) to request that the Large Load Cost Recovery Agreement and/or Large Load Impacted Transmission Owner Cost Recovery Agreement(s) be filed with the Commission as an unexecuted and/or non-conforming agreement(s). Failure to do so by the conclusion of the 15-day period will result in the Large Load Application being withdrawn, and the project being removed from the LLPR process. Further requests for Transmission Service to serve the same Large Load shall require a new application for processing pursuant to LLPR.

The Large Load Network Upgrades and ITO-Large Load Network Upgrades required by an LL-CRA or LLITO-CRA, respectively, shall be deemed approved for MTEP purposes as of the later of: (1) the date that the last party executes a conforming LL-CRA and/or LLITO-CRA; (2) the date of filing with the Commission of an unexecuted and/or non-conforming LL-CRA and/or LLITO-CRA; or (3) the conclusion of the stakeholder comment period required by Section I.D.1.c.iii.h of this Attachment FF. A Large Load Transmission Customer shall not commence Transmission Service under an unexecuted and/or non-conforming LL-CRA or LLITO-CRA until said agreements have been accepted by the Commission.

Subject to Commission acceptance of the revisions to Attachment FF of the Tariff pending before the Commission in Docket No. ER27-25, all LARS Associated

Transmission Customers that submit LARS Applications for inclusion in a LARS cycle with a kickoff date on or after February 14, 2027, shall execute or request the unexecuted filing of the LL-CRA and/or LLITO-CRA, as applicable, for all Network Upgrades identified in a LARS study for which Attachment FF Section I.D.1.b.ii.g. assigns cost responsibility to the LARS Associated Transmission Customer. The LARS Application and Network Upgrades identified in a LARS study for which Attachment FF Section I.D.1.b.ii.g. assigns cost responsibility to the LARS Associated Transmission Customer shall be deemed approved for MTEP purposes as of the later of: (1) the date the last party executes the applicable conforming LL-CRA and, if required, LLITO-CRA(s); (2) the date such nonconforming or unexecuted agreement(s) are submitted to the Commission for acceptance; or (3) the conclusion of the stakeholder comment period required by Section I.D.1.c.iii.h of this Attachment FF. A LARS Associated Transmission Customer shall not commence Transmission Service under an unexecuted or non-conforming LL-CRA or LLITO-CRA until such agreement(s) have been accepted by the Commission.

g.) Resubmission of Large Load Applications and their Removed Projects.

In the event that a Large Load Application is withdrawn or removed from the LLPR study, the Large Load Transmission Customer may submit a new Large Load Application to the Transmission Provider, which the Transmission Provider shall process for inclusion in the next LLPR study period as set forth in this Attachment FF. Such re-submitted application shall clearly identify any information that has changed from the previous submission.

h.) Stakeholder Forums

A stakeholder forum will be scheduled on at least a triannual basis or as otherwise provided for in the TPBPM, to review with stakeholders the transmission needs and solution(s) and any alternatives identified in the completed LLPR studies. Meetings involving CEII or confidential materials shall be handled under Section I.C.12 of this Attachment FF. Following each stakeholder forum, stakeholders will have a defined comment period outlined in the TPBPM. After the comment period closes, Large Load Transmission Customer, Transmission Provider and applicable Transmission Owner(s) have executed a LL-CRA and/or LLITO-CRA in the form of Attachment LLL and/or Attachment MMM to the Tariff, the projects identified by an LLPR study are considered approved by the Transmission Provider, and the applicable Transmission Owner(s) are to make a good faith effort to move forward with the implementation of the project to meet its obligations and requirements as provided in the Transmission Owner's Agreement.

i.) Large Load Cost Recovery Agreement and Large Load Impacted Transmission Owner Cost Recovery Agreement

To mitigate the risk of unfair cost shifting among Transmission Customers, help ensure that a Large Load Transmission Customer bears the risk and is ultimately responsible for the costs incurred to provide its requested Transmission Service, including the cost of any Large Load Network Upgrade(s) and/or Impacted Transmission Owner Large Load Network Upgrade(s), and reduce speculative LLRP requests, a Large Load Transmission Customer shall be required to enter into a Large Load Cost Recovery Agreement and/or Large Load Impacted Transmission Owner Cost Recovery Agreement in the form of agreement set forth in Attachment LLL and/or Attachment MMM,

respectively, or request that such agreement(s) be filed with the Commission as an unexecuted and/or non-conforming agreement(s). The relevant cost recovery agreement will include an exhibit listing the Large Load Network Upgrade(s) and/or Impacted Transmission Owner Large Load Network Upgrade(s) that are required for the Large Load Transmission Customer.

Notwithstanding any provision in the LL-CRA or LL-ITCRA, the Large Load Transmission Customer shall be responsible for the timely payment of all applicable Transmission Service charges incurred for taking Transmission Service to serve the Large Load in accordance with the Tariff.

1. Large Load Cost Recovery Agreement

In addition to any otherwise applicable Transmission Service charges the Large Load Transmission Customer shall be responsible for the costs of the Large Load Network Upgrade(s) pursuant to either subsection (a) or subsection (b) below ("Minimum Contribution"), at the Transmission Owner(s)'s sole election, which shall be evidenced in the LL-CRA.

(a) Transmission Owner(s) may roll into its rates for transmission service the capital costs of the Large Load Network Upgrade(s) constructed to accommodate Large Load Transmission Customer's transmission service request and in such event, Large Load Transmission Customer shall be responsible for the costs of the Large Load Network Upgrades(s), in accordance with the terms set forth in Section 3.3 of the LL-CRA. Any payments allocated to a Transmission Owner under Section 3.3 of the LL-

CRA shall be treated as a revenue credit against the revenue requirement for such Transmission Owner and Transmission Owner will include a workpaper in the Transmission Owner's annual informational filing detailing the crediting of any such payment.

(b) Transmission Owner(s) may directly assign the costs of the Large Load Network Upgrade(s) to the Large Load Transmission Customer and in such event, Large Load Transmission Customer shall be responsible for said costs, in accordance with the terms set forth in Section 3.4 of the LL-CRA. Transmission Owner shall not recover the costs of the Large Load Network Upgrade(s) directly assigned to Large Load Transmission Customer from other Large Load Transmission Customers, as set forth in Section 3.4.2 of the LL-CRA.

To ensure the obligations of the Large Load Transmission Customer pursuant to the LL-CRA, the Large Load Transmission Customer shall post sufficient security to cover the costs of the Large Load Network Upgrade(s) set forth in Section 4 of the LL-CRA.

2. Large Load Impacted Transmission Owner Cost Recovery Agreement

In addition to any otherwise applicable Transmission Service charges, the Large Load Transmission Customer shall be responsible for the costs of the ITO-Large Load Network Upgrade(s), pursuant to either subsection (a) or subsection (b) below ("Minimum Contribution"), at Transmission Owner's sole election, which shall be evidenced in the LLITO-CRA.

(a) Transmission Owner may roll into its rates for transmission service capital

costs of the ITO-Large Load Network Upgrade(s) constructed to accommodate Large Load Transmission Customer's transmission service request and in such event, Large Load Transmission Customer shall be responsible for the costs of the ITO-Large Load Network Upgrade(s), in accordance with Section IV of the LLITO-CRA. Any payments allocated to a Transmission Owner under Section IV of the LLITO-CRA shall be treated as a revenue credit against the revenue requirement for the Transmission Owner and Transmission Owner will include a workpaper in the Transmission Owner's annual informational filing detailing the crediting of any such payment.

(b) Transmission Owner may directly assign the costs of ITO-Large Load Network Upgrade(s) to Large Load Transmission Customer, and it such event, Large Load Transmission Customer shall be responsible for the costs in accordance with Section V of the LLITO-CRA. Transmission Owner shall not recover the costs of the ITO-Large Load Network Upgrade(s) directly assigned to Large Load Transmission Customer from other Large Load Transmission Customers, as set forth in Section V of the LLITO-CRA.

To ensure the obligations of the Large Load Transmission Customer pursuant to the LLITO-CRA, the Large Load Transmission Customer shall post sufficient security to cover the costs of the ITO Large Load Network Upgrade(s) as set forth in Section VI of the LLITO-CRA.

j.) Operations Agreement

Following MTEP approval, Large Load Transmission Customer shall modify or submit an updated Large Load forecast and Exhibit 2 to Attachment F, which is an application for Network Integration Transmission Service (NITS) in accordance with Module B Section 29.2 of the Tariff prior to the Service Commencement Date. Service shall not commence prior to the Transmission Provider's review and execution of such application.

k.) Confidentiality of LLPR Information

Except as otherwise required by the Tariff, the Transmission Provider, Large Load Transmission Customer, and Transmission Owner shall treat all non-public information provided by the other parties during the LLPR process as confidential information. The Large Load Transmission Customer and Transmission Owner shall execute the required universal non-disclosure agreements (NDAs) provided by the Transmission Provider prior to allowing access to such information. Confidential and CEII information shall be covered by the terms of these agreements.

iv. Posting Requirements for Large Load Network Upgrades and/or ITO-Large Load Network Upgrades

The Transmission Provider will include the provision of data on its website in a single location and in a format that is searchable and allows users to filter the data, that identifies the Large Load Network Upgrades and/or ITO-Large Load Network Upgrades that are needed to accommodate requests for Transmission Service by the Large Load Transmission Customer on behalf of the Large Load, and the costs of those Large Load

Network Upgrades and/or ITO-Large Load Network Upgrades.

Transmission Owners shall be required to provide the Transmission Provider for posting on its public website data that details:

1. The aggregate amount of proposed Large Load additions by Large Load Transmission Customers in the Transmission Provider Region, including the aggregate amounts in each Transmission Pricing Zone;
2. The planned Large Load Network Upgrades and/or ITO-Large Load Network Upgrades needed to provide Transmission Service to the Large Load Transmission Customers, identified by type of equipment and Large Load Network Upgrade and/or ITO-Large Load Network Upgrades for each Large Load Application; and
3. Cost estimates for those Large Load Network Upgrades and/or ITO-Large Load Network Upgrades.

The applicable Transmission Owner shall regularly update any cost data provided to the Transmission Provider as set forth in either the Transmission Planning Business Practices Manual or the Large Load Business Practices Manual, as applicable.

d. Contractual Commitments Associated with Non Transmission Alternatives.

Except as provided in Sections I.D.1.~~b~~d.i (ZGIA) and I.D.1.~~b~~d.ii (LARS), contractual commitments associated with generation solutions require that a generator interconnection agreement be filed with the Commission pursuant to Attachment X of this Tariff by the time the alternative transmission solution would need to be committed to in order to ensure installation on the required need date.

i. Contractual Commitments for ZG Associated Load

Contractual commitments associated with ZG Associated Load require demonstration to the Transmission Provider of both: (1) an executed agreement between the entity with the ZG Associated Load and the Generating Facility with the associated ZG Interconnection Service as described in Section 3.11 of Attachment X to the Tariff is in place and must span at least the five year planning horizon to ensure the ability to provide adequate lead time for an alternative transmission solution should the contracts terminate; and (2) that the Generating Facility associated with the ZG Associated Load has achieved Commercial Operation by the time that the transmission solution would otherwise need to be in service. In the event that the Generating Facility associated with the ZG Associated Load fails to achieve Commercial Operation by the date that the transmission solution would otherwise need to be in service or the contract between the ZG Associated Load and the associated Generating Facility terminates, then the Transmission Provider may require the applicable Load Serving Entity to delay the in-service date of ZG Associated Load until such time as an alternative solution can be placed in service. Contractual Commitments associated with a LARS Associated Load shall adhere to the requirements set forth in Section I.D.1.b.ii.

ii. Large Load Addition Resource Study (LARS)

For the purposes of this Section I.D.1.b.ii, capitalized terms shall have the meaning as set forth in Module A and Attachment X to the Tariff.

a) LARS Pre-Submission Coordination Process

In accordance with the requirements in Section 3.12.1 of Attachment X,

the LARS Associated Transmission Customer initiates the submission of the LARS Application for the proposed load and associated generation. The Interconnection Customer supports the generation, and the Transmission Owner supports the load.

b) LARS Application Timing and Deposits

The LARS Associated Transmission Customer is responsible for submitting the LARS Application. Both the Transmission Owner supporting the LARS Application and requesting to join LARS shall submit the required Large Load information to the MTEP Portal and an Interconnection Customer supporting the LARS Application and requesting to join LARS shall submit their Interconnection Request with the LARS Associated Transmission Customer to the Transmission Provider no later than the LARS Application deadline as published on the MISO public website, at least twenty (20) Business Days prior to the scheduled kick-off of the LARS study period published on the MISO public website and as described in Section 3.12 of Attachment X. A valid LARS Interconnection Request shall be included in the next available LARS study period that commences after such request is submitted.

A LARS Application shall be accompanied by a Non-Refundable Deposit 1 (D1) of $250,000 submitted by the LARS Associated Transmission Customer. Additional LARS Study Deposits such as D2 as described in Section 3.3.1 of Attachment X apply to the LARS Application and shall be submitted by the Interconnection Customer. All applicable deposits, milestone payments and data

required to enter the Large Load Addition Resource Study must be received at the time the LARS Application is submitted.

c) LARS Application Requirements for Load Customers

LARS Process is a coordinated review under both Attachment FF and Attachment X of the Tariff. A LARS Application shall not be complete until it contains all of the submissions required by Attachment X to the Tariff as well as the requirements set forth below.

A completed LARS Application must identify:

- Facility location (address, county, GPS, Geocode)
- Project Description
- Load Type
- Cost
- Reason for Requesting Expedited Review
- Requested In Service Date
- Expected lead-time from start of major expenditures to in-service date
- Requested date for inclusion in current cycle MTEP
- Submission of Transmission Owner planning study
- MTEP Project ID for associated transmission upgrades, as applicable
- MOD Project ID for associated transmission upgrades, as applicable

- Submission of available additional information supporting the in-service date requirement
- Applicable planning models and supporting model documentation/verification information, including power-flow, positive-sequence dynamic, and EMT models as required
- Contingency /Monitored Element update
- One-line diagram

A LARS Application shall specify the LARS Associated Load's expected peak Demand over any one hour period in MWs and the amount of Interconnection Service requested must not exceed 150 percent of the LARS Associated Load's expected peak Demand. The Point of Interconnection specified in a LARS Application must be located in the same Local Resource Zone as the Point of Withdrawal of the LARS Associated Load.

A LARS Associated Load may be served by multiple Generating Facilities provided that:

1. All Generating Facilities serving a LARS Associated Load behind the same Point of Interconnection must be identified in the LARS Application for the specific LARS Associated Load and must request a minimum of 200 MW of Interconnection Service in the aggregate; or,

2. Multiple Generating Facilities serving a LARS Associated Load may be located behind different Points of Interconnection provided they:

   a. Be located in the same LRZ as the LARS Associated Load,

b. Request a minimum of 200 MW of Interconnection Service for all Generating Facility(ies) behind a separate Point of Interconnection; and,

c. Be submitted as a separate LARS Application for the amount of demand of the LARS Associated Load it will serve through that Point of Interconnection.

No changes shall be made to the LARS Application after submission and prior to the execution or the unexecuted filing of the LLGIA and MTEP approval for the LARS Associated Load except that a LARS Application that is deferred to the next available LARS Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the LARS Study Period in which its LARS Application is studied.

The anticipated Service Commencement Date for the LARS Associated Load listed in the LARS Application shall be no later than three calendar years from the submission date of the LARS Application and shall be identical to the Commercial Operation Date listed for the Generating Facility in the LARS Interconnection Request.

d) Evaluation Process for LARS Applicants

In accordance with Section 3.12.3 of Attachment X, the Transmission Provider will evaluate LARS Applications in the order in which they are submitted using the time stamp from submission. The Transmission Provider will limit the maximum size of each LARS Study Period to no more than ten (10) LARS Applications. If more than 10 LARS Applications are submitted for one

LARS Study Period, those surpassing the limit will be studied in a subsequent LARS Study Period in the order in which they were submitted. In the event of a LARS Application withdrawal prior to commencement of the study, the next submitted LARS Application will take its place in the study based on the time stamp from submission. Once a study has commenced, no LARS Applications shall be added to the study.

A LARS Application that does not meet the requirements of LARS per Section 3.12.2 will be notified by the Transmission Provider and automatically withdrawn following the cure period. If deemed ineligible for the LARS process, the project will forfeit its Non-Refundable Deposit D1.

e) LARS Cure and Deficiency Periods

A LARS Application will not be considered valid until all items in Section 3.12 of Attachment X and Section I.D.1.b.ii of Attachment FF, have been received by Transmission Provider. If the LARS Application fails to meet the requirements, Transmission Provider shall notify the Transmission Customer within fifteen (15) Business Days of receipt of the LARS Application either that the Transmission Provider has accepted the Application as valid or has determined that the Application is not valid due to one or more deficiencies. In the event Transmission Provider determines that the Application does not meet all the requirements and thus is not valid, Transmission Provider shall also provide an explanation of the reasons for such determination. The Transmission Customer shall have ten (10) Business Days from the date that the Transmission Provider

identifies the Application as deficient to provide the additional requested information needed to constitute a valid request. The requirements of Section 3.3.3 of Attachment X apply to LARS Applications. The Transmission Provider will have one period of review to identify deficiencies and the entities identified in the LARS Application shall have one cure period to address deficiencies.

f) LARS Refunds

In accordance with Section 3.12.7 of Attachment X, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Large Load Addition Resource Study. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to the Interconnection Customer as applicable.

g) Termination of LLGIA and/or Withdrawal of Large Load

In the event that the Interconnection Customer's LLGIA is terminated after execution by all parties or after LLGIA is filed unexecuted, the Interconnection Customer will be responsible for the costs of the Network Upgrades that are classified as GIPS and documented in the LLGIA and/or corresponding FCAs or MPFCAs, including those GIP Network Upgrades arising from the Affected System Study process. The Interconnection Customer will be responsible for Network Upgrades resulting from a LARS Study that are classified as GIPs under Attachment X. To the extent the generator fails to commence operation or retires, the load must go through MTEP and during that transition may be subject to similar limitations if the load's Service

Commencement Date is prior to the date LARS Generating Facility commences commercial operation.

Once MTEP approval occurs for the LARS Associated Load, the LARS Associated Transmission Customer remains responsible for the identified BRPs and Other assigned projects even if such LARS Associated Load does not commence service or commences service for less than the total amount of the LARS Associated Load. In addition, if the LLGIA for a LARS Associated Load is terminated, the LARS Associated Transmission Customer remain responsible for the costs thereof. If the load portion of the MTEP Project for the LARS Associated Load is withdrawn, then the Network Upgrade costs assigned as BRP or Other projects for the LARS Associated Load remains the responsibility of the LARS Associated Transmission Customer. If the load portion of the MTEP Project for the LARS Associated Load is withdrawn, the load may go through the applicable MTEP study process.

h) Modifications of LARS Applications

In accordance with Section 3.12.9 of Attachment X, after submission of the LARS Application, no modification to the LARS Application or any of its parameters is permitted.

i) Mitigations to Address Violations

Mitigations developed to address violations observed in only the transmission studies to study the impact of the load shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to

address common violations observed in both the transmission studies to study the impact of the load and the generation study shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to address violations observed only in the generation study shall be assigned to the LARS Interconnection Customer under the Generator Interconnection Project (GIP) project type.

j) Consideration of Generating Facilities included in LARS

In accordance with the LARS definitions, Section 3.3.1, and Section 3.12 of Attachment X, and notwithstanding the requirements of Section I.D.1.b.ii, a generating solution that does not yet have generator interconnection agreement filed with the Commission pursuant to Attachment X of this Tariff may be considered as an alternative transmission solution if: (1) a valid Interconnection Request for such Generating Facility has been submitted for processing under the LARS process specified by Attachment X to the Tariff; and (2) the Transmission Provider has received an executed agreement between the LARS Interconnection Customer, the entity(ies) with the LARS Associated Load with a minimum of 200 MW, and the LARS Associated Transmission Customer that satisfies the requirements of Attachment X, Section 3.12.2(i) with a minimum term of at least five years to align with MISO's transmission planning horizon to ensure the ability to provide adequate lead time for an alternative transmission solution should the agreements terminate. The study will be performed for each LARS Associated Load, including the Interconnection Request, capturing the cumulative

impact based on their submission date per LARS Study Period. The outcome of the LARS Associated Load study is MTEP approval of the load and associated optimized network upgrades.

In the event that the Load In-Service Date is prior to the date on which the proposed LARS Resource achieves Commercial Operations, the Transmission Provider may either; (1) require the applicable Load Serving Entity to delay the in-service date of the LARS Associated Load until such time as an alternative solution can be placed in service or the Generating Facilities achieve(s) Commercial Operation in accordance with Section I.D.1.b.ii of this Attachment; or (2) impose operational limitations on the LARS Associated Load that the Transmission Provider determines are reasonably necessary to maintain the reliability of the Transmission System until such time as the Generating Facility achieves Commercial Operation or an alternative solution is placed into service.

There will be no restudies if a load withdraws from the LARS process.

iii. Contractual Commitments for Demand Side Resource Solutions

Contractual commitments associated with demand-side resource solutions require demonstration to the Transmission Provider of an executed contract between LSE and End-Use Customers. Such demand-side contracts must be in place by the time that the transmission solution would otherwise need to be committed to in order to ensure a timely solution to the identified planning need, and must span the five year planning horizon to ensure the ability to provide adequate lead time for an alternative transmission solution should the demand contracts terminate. Notwithstanding the provisions of

Section VII of the ISO Agreement regarding the Transmission Provider review of Transmission Owner plans, no proposed project of a Transmission Owner that has elected to integrate their local planning processes into the Transmission Provider's processes, as indicated on Attachment FF-4, shall be recommended in the MTEP for implementation until completion of the annual needs analysis carried out in the annual MTEP cycle, as described in Section I.C. of this Attachment FF, except as provided for in Section I.D.1.~~e~~e. of this Attachment FF.

~~e~~e. Out-of-Cycle Review of Transmission Owner Plans: In the event that a Transmission Owner determines that system conditions warrant the urgent development of system enhancements that would be jeopardized unless the Transmission Provider performs an expedited review of the impacts of the project, Transmission Provider shall use a streamlined approval process for reviewing and approving projects proposed by the Transmission Owners so that decisions will be provided to the Owner within thirty (30) days of the projects submittal to the MISO unless a longer review period is mutually agreed upon.

2. Transmission Owners Filing Separate Attachment K: Some Transmission Owners as listed on the last page of Attachment FF-5 have developed individual open, local planning processes for their facilities, that comply with the Planning Principles of the Order 890 Final Rule. These Transmission Owners have an Attachment K that describes how the Transmission Owner will comply with the Order No. 890 Planning Principles for all transmission facilities that they plan for, regardless of whether those facilities are ultimately transferred to the functional control of the Transmission Provider. With the exception of Sections I.D.1.a and I.D.1.b., the

provisions of this Attachment FF remain applicable to all Transmission Owners notwithstanding the filing by any Transmission Owner of an Attachment K pursuant to the Order 890 Final Rule.

3. Firm Service Step Up evaluation for Large Load additions:

A Large Load Transmission Customer seeking firm service for the incremental addition to a Large Load in the intervening step-up period prior to full Load integration must submit a Firm Service Step Up request for study as provided for in the Business Practices for Transmission Planning. The Firm Service Step Up request may be submitted only after the planning study for full Load integration has been completed and approved in the MTEP planning process and accompanied by a new or prior executed Attachment FF-10 Large Load Project Review System Impact Study Agreement defining the terms and obligations for the studies. The Transmission Owner shall coordinate with a Large Load Transmission Customer to submit a Firm Service Step Up study request for integration of incremental additions to a Large Load planned in the intervening step-up period prior to full Load integration. The Transmission Provider shall perform a transmission study for the evaluation of Firm Service Step Up requests for approval of firm service for the incremental additions to a Large Load as provided for in the Business Practices for Transmission Planning.

Firm Service Step Up requests may be submitted for incremental Load additions as a single block or multiple blocks. The Large Load Transmission Customer may only commence service for one incremental Load block per Year. Subsequent Firm Service Step Up requests may be submitted for additional Load blocks starting within the intervening step-up until the expected Service Commencement Date for the full Load integration of a Large Load. Each Load addition shall have an expected in-service date no later than 36 months after the submittal date of

the Firm Service Step Up request. The total aggregate level of firm service requested during the intervening step-up period shall not exceed the level of firm Load addition specified in the planning study for the full Load integration.

A Large Load Transmission Customer is eligible for firm service for the incremental addition to a Large Load after the start of the Planning Year following approval of the Firm Service Step Up request and inclusion of the Load in the annual resource assessment. Approval of firm service for the incremental additions to a Large Load is limited in duration and will terminate upon the Service Commencement Date for the full Load integration. The Large Load Transmission Customer shall submit a revised application for Network Integration Transmission Service (NITS) using Exhibit 3 of Attachment F in accordance with Module B Section 29.2 of the Tariff that includes updated load forecast data within 15 Calendar Days following approval of the Firm Service Step Up transmission study for requested firm service.

A Large Load Transmission Customer seeking Interim NITS for the incremental addition of a Large Load must submit a request for through the Firm Service Step Up process for the incremental amount of Interim NITS in the intervening step-up period prior to full Load integration in accordance with the Business Practices Manual for Transmission Planning. Incremental Load additions for Interim NITS may be requested separately or in combination with blocks of firm service as a single block or multiple blocks limited to one incremental Load block per Year. Each Load addition shall have an expected in-service date no later than 36 months after the submittal date of the Firm Service Step Up request. Eligibility for Interim NITS will begin in the current Planning Year after approval of the Firm Service Step Up study request, provided the Load was included in the Coincident Peak Demand forecast. Approval of Interim

NITS for the incremental additions to a Large Load is limited in duration and will terminate upon the Service Commencement Date for the full Load integration. The Transmission Provider will perform an initial screening study as provided for in the Business Practices for Transmission Planning to determine eligibility for Interim NITS. Prior to the commencement of the Interim NITS, the Large Load Transmission Customer shall submit a revised application for Interim NITS using Exhibit 4 of Attachment F in accordance with Module B Section 28.1 of the Tariff for the requested amount of Interim NITS for evaluation and approval by the Transmission Provider in accordance with Module B Section 32.

E. Interregional Coordination and Cost Allocation: The MTEP shall be developed in accordance with the principles of interregional coordination through collaboration with representatives from adjacent transmission providers, their designated regional planning organizations, or regional transmission organizations, as provided for in this Attachment FF, or as otherwise provided for in existing joint agreements between the Transmission Provider and other regional entities that engage in planning activities. The Transmission Provider has developed region-specific interregional coordination and cost allocation provisions with regard to the following neighboring transmission planning regions:

- PJM Interconnection, L.L.C. ("PJM"), as provided for under Article IX and other applicable provisions of the Joint Operating Agreement between the Transmission Provider and PJM;
- Southeastern Regional Transmission Planning ("SERTP"), as provided for under Section X of this Attachment FF; and
- Southwest Power Pool ("SPP"), as provided for under Article IX and other applicable provisions of the Joint Operating Agreement between the Transmission Provider and SPP.

The Transmission Provider also has planning coordination provisions as part of its coordination agreement with Manitoba Hydro.

II. Development Process for MTEP Projects: The Transmission Provider will develop the MTEP biennially or more frequently. The MTEP will identify expansion projects for inclusion in the MTEP according to the factors set forth in Appendix B of the ISO Agreement and Section I.C of this Attachment FF. For purposes of assigning cost responsibility, expansion projects in the MTEP shall be categorized pursuant to the following criteria.

A. Reliability Needs: Reliability projects are identified either in the periodically performed Baseline Reliability Study, or in Facilities Studies associated with the request processes for new transmission access. Transmission access includes requests for both new transmission delivery service and new generation interconnection service.

1. Baseline Reliability Projects: Baseline Reliability Projects are Network Upgrades identified in the base case as required to ensure that the Transmission System is in compliance with applicable national Electric Reliability Organization ("ERO") reliability standards and reliability standards adopted by Regional Reliability Organizations and applicable within the Transmission Provider Region. Baseline Reliability Projects include projects that are needed to maintain reliability while accommodating the ongoing needs of existing Market Participants and Transmission Customers. Baseline Reliability Projects may consist of a number of individual facilities that in the judgment of the Transmission Provider constitute a single project for cost allocation purposes. The Transmission Provider shall collaborate with Transmission Owning

members, other transmission providers, Transmission Customers, and other stakeholders to develop appropriate planning models that reflect expected system conditions for the planning horizon. The planning models shall reflect the projected load growth of existing network customers and other transmission service and interconnection commitments, and shall include any transmission projects identified in Service Agreements or interconnection agreements that are entered into in association with requests for transmission delivery service or transmission interconnection service, as determined in Facilities Studies associated with such requests, and MHVDC Transmission Lines with executed Transmission Connection Agreements. The Transmission Provider shall test the MTEP for adequacy and security based on commonly applicable national Electric Reliability Organization ("ERO") standards, and under likely and possible dispatch patterns of actual and projected Generation Resources within the Transmission System and of external resources, including dispatch reflective of Long-Term Transmission Rights of Transmission Customers, and shall produce an efficient expansion plan that includes all Baseline Reliability Projects determined by the Transmission Provider to be necessary through the planning horizon of the MTEP. The Transmission Provider shall obtain the approval of the Transmission Provider Board, as set forth in Section VI, for each MTEP published.

2. New Transmission Access Projects: New Transmission Access Projects are defined for the purposes of Attachment FF as Network Upgrades

identified in Facilities Studies and agreements pursuant to requests for transmission delivery service or transmission interconnection service under the Tariff and also include JTIQ Upgrades. New Transmission Access Projects include projects that are needed to maintain reliability while accommodating the incremental needs associated with requests for new transmission or interconnection service, as determined in Facilities Studies associated with such requests and/or were identified as JTIQ Upgrades. New Transmission Access Projects may consist of a number of individual facilities, which in the judgment of the Transmission Provider constitute a single project for cost allocation purposes. New Transmission Access Projects are either Generation Interconnection Projects or Transmission Delivery Service Projects as defined in Sections II.A.2.a. and II.A.2.b. The Transmission Provider shall consider the Baseline Reliability Projects already determined to be needed in the most current MTEP, as well as any other base-case needs not associated with the request for new service that may be identified during the impact study process when determining the need for New Transmission Access Projects. Any identified base-case needs determined in the impact study process that are not a part of the Baseline Reliability Projects already identified in the most current MTEP shall become new Baseline Reliability Projects and shall be included in the next MTEP. New Transmission Access Projects identified in Facilities Studies and agreements pursuant to requests for transmission delivery service or transmission interconnection service under this Tariff shall be included in the next MTEP.

a. Generation Interconnection Projects: Generation Interconnection Projects are New Transmission Access Projects that are associated with interconnection of new, or increase in generating capacity of existing, generation under Attachment X to this Tariff and include JTIQ Upgrades.

b. Transmission Delivery Service Projects: Transmission Delivery Service Projects are New Transmission Access Projects that are needed to provide for requests for new Point-To-Point Transmission Service, or requests under Module B of the Tariff for Network Service or a new designation of a Network Resource(s).

B. Market Efficiency Projects: Market Efficiency Projects are Network Upgrades: (i) that are proposed by the Transmission Provider, Transmission Owner(s), ITC(s), Market Participant(s), or regulatory authorities; (ii) that are found to be eligible for inclusion in the MTEP or are approved pursuant to Appendix B, Section VII of the ISO Agreement after June 16, 2005, applying the factors set forth in Section I.C. of this Attachment FF; (iii) that, except if qualifying as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, have a Project Cost of $5 million or more; (iv) that, except if qualifying as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, involve facilities with voltages of 230 kV or higher[1]; and that may include any lower voltage facilities of 100kV or above that collectively constitute less than fifty percent (50%) of the combined project cost, and without which the 230 kV or higher facilities could not deliver sufficient benefit to meet the required benefit-to-cost ratio threshold for the

[1] Transformer voltage is defined by the voltage of the low-side of the transformer for these purposes.

project as established in Section II.B.1.c, or that otherwise are needed to relieve applicable reliability criteria violations that are projected to occur as a direct result of the development of the 230 kV or higher facilities of the project; (v) that are not determined to be Multi-Value Projects; (vi) that are found to have regional benefits under the criteria set forth in Section II.B.1 of this Attachment FF. In the event that a Network Upgrade qualifies as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, the cost threshold of Section II.B(iii) does not apply, and the voltage threshold of Section II.B.(iv) shall be 100 kV or higher.[2]

1. Criteria to Determine Whether a Project Should be Included as a Market Efficiency Project: The Transmission Provider shall employ multiple future scenarios and multi-year analyses including sensitivity analyses guided by input from the Planning Advisory Committee to evaluate the anticipated benefits of a proposed Market Efficiency Project in order to determine if such a project meets the criteria for inclusion in the regional plan as a Market Efficiency Project eligible for regional cost sharing. Sensitivity analyses shall include, among other factors, consideration of: (i) variations in amount, type, and location of future generation supplies as dictated by future scenarios developed with stakeholder input and guidance; (ii) alternative transmission proposals; (iii) impacts of variations in load growth; and (iv) effects of demand response resources on transmission benefits.

a. Benefits Analysis. For purposes of qualification as a Market Efficiency Project, the Transmission Provider will evaluate multiple types of economic value. The

[2] A transformer is considered to operate above 100 kV when at least two sets of transformer terminals operate at voltages above 100 kV.

Transmission Provider shall apply the benefits metrics outlined in Attachment FF-7 and sum the results of each of the benefit metrics together to determine the economic benefits of a Market Efficiency Project to the Transmission Provider region.

b. The costs applied in the benefit to cost ratio shall be the present value, over the same period for which the project benefits are determined, of the annual Network Upgrade Charges for the project as determined in accordance with the formula in Attachment GG.

i. The present value calculation for both the annual benefits and annual costs will apply a discount rate representing the after-tax weighted average cost of capital of the Transmission Owners that make up the Transmission Provider Transmission System.

c. The Transmission Provider shall employ a benefit to cost ratio test to evaluate a proposed Market Efficiency Project. Only projects that meet a benefit to cost ratio of 1.25 or greater shall be included in the MTEP as a Market Efficiency Project and be eligible for regional cost sharing.

i. The benefits of the project used to determine the associated cost allocations as a percentage of project cost shall be determined one time at the time that the project is presented to the Transmission Provider Board for approval. Estimated Project Cost will be used to estimate the benefit to cost ratio and the eligibility for cost sharing at the time of project approval. To the extent that the Commission approves the collection of costs in rates for Construction Work in Progress ("CWIP") for a constructing Transmission Owner, costs will be

allocated and collected prior to completion of the project.

d. The aforementioned Market Efficiency Project inclusion criteria shall be used for the exclusive purpose of determining whether projects are eligible for regional cost sharing in accordance with Section III.A.2.f below. These criteria shall not affect the existing criteria set forth in Appendix B of the ISO Agreement for determining whether projects are eligible for inclusion in the MTEP. Moreover, the costs of projects included in the MTEP, but not eligible for regional cost sharing, shall continue to be eligible for inclusion in the calculation of Transmission Owner revenue requirements under Attachment O of this Tariff.

C. Multi-Value Projects: A Multi-Value Project is one or more Network Upgrades that address a common set of Transmission Issues and satisfy the conditions listed in Sections II.C.1, II.C.2, and II.C.3 of Attachment FF. All Network Upgrades associated with a Multi-Value Project including any network upgrades on an external system and lower voltage facilities that may be needed to relieve applicable reliability criteria violations that are projected to occur as a direct result of the development of the Multi-Value Project including any lower voltage facilities that are needed on an external system; may be cost shared per Section III.A.2.g of Attachment FF except for (i) any Network Upgrade cost associated with constructing an underground or underwater transmission line above and beyond the cost of a feasible alternative overhead transmission line that provides comparable regional benefits, and (ii) any DC transmission line and associated terminal equipment when scheduling and dispatch of the DC transmission line is not turned over to the Transmission Provider's markets, real-time control of the DC transmission line is not

turned over to the Transmission Provider's automatic generation control system and/or the DC transmission line is operated in a manner that requires specific users to subscribe for DC transmission service.

1. A Multi-Value Project must be evaluated as part of a Portfolio of projects, as designated in the transmission expansion planning process, whose benefits are: (i) spread broadly across the MISO system-wide footprint; or (ii) if the benefits of the Portfolio are not spread broadly across the MISO system-wide footprint, the benefits are spread broadly across: (a) the MISO Midwest MVP Cost Allocation Subregion; or (b) the MISO South MVP Cost Allocation Subregion.

2. A Multi-Value Project must meet one of the three criteria outlined below:

    a. Criterion 1. A Multi-Value Project must be developed through the transmission expansion planning process for the purpose of enabling the Transmission System to reliably and economically deliver energy in support of documented energy policy mandates or laws that have been enacted or adopted through state or federal legislation or regulatory requirement that directly or indirectly govern the minimum or maximum amount of energy that can be generated by specific types of generation. The MVP must be shown to enable the transmission system to deliver such energy in a manner that is more reliable and/or more economic than it otherwise would be without the transmission upgrade.

    b. Criterion 2. A Multi-Value Project must provide multiple types of economic value across multiple pricing zones with a Total MVP Benefit-to-

Cost ratio of 1.0 or higher where the Total MVP Benefit -to-Cost ratio is described in Section II.C.7 of this Attachment FF. The reduction of production costs and the associated reduction of LMPs resulting from a transmission congestion relief project are not additive and are considered a single type of economic value.

c. Criterion 3. A Multi-Value Project must address at least one Transmission Issue associated with a projected violation of a NERC or Regional Entity standard and at least one economic-based Transmission Issue that provides economic value across multiple pricing zones. The project must generate total financially quantifiable benefits, including quantifiable reliability benefits, in excess of the total project costs based on the definition of financial benefits and Project Costs provided in Section II.C.7 of Attachment FF.

3. All of the following conditions must be satisfied in order for a project to be classified as a Multi-Value Project:

a. Facilities associated with the transmission project must not be in service, under construction, or approved for construction by the Transmission Provider Board prior to July 16, 2010 or the date a Transmission Owner becomes a signatory member of the ISO Agreement, whichever is later. This Section II.C.3.a shall not preclude the Multi-Value Project classification of a Competitive Transmission Project that makes a Selected Developer(s) eligible to become a Transmission Owner.

b. The transmission project must be evaluated through the Transmission Provider's transmission planning process and approved for construction by the Transmission Provider Board prior to the start of construction, where construction does not include preliminary site and route selection activities.

c. The transmission project must not contain any transmission facilities listed in Attachment FF-1 of this Tariff.

d. The total capital cost of the transmission project must be greater than or equal to $20,000,000.00.

e. The transmission project must include, but not necessarily be limited to, the construction or improvement of transmission facilities operating at voltages above 100 kV. A transformer is considered to operate above 100 kV when at least two sets of transformer terminals operate at voltages above 100 kV.

f. Network Upgrades driven solely by an Interconnection Request, as defined in Attachment X of the Tariff, or a Transmission Service request will not be considered Multi-Value Projects.

4. Any transmission project that qualifies as a Multi-Value Project shall be classified as an MVP irrespective of whether such project is also a Baseline Reliability Project and/or Market Efficiency Project.

5. The specific types of economic value provided by a Multi-Value Project include the following:

a. Production cost savings where production costs include generator startup, hourly generator no-load, generator energy and generator

Operating Reserve costs. Production cost savings can be realized through reductions in both transmission congestion and transmission energy losses. Productions cost savings can also be realized through reductions in Operating Reserve requirements within Reserve Zones and, in some cases, reductions in overall Operating Reserve requirements for the Transmission Provider.

b. Capacity losses savings where capacity losses represent the amount of capacity required to serve transmission losses during the system peak hour including associated planning reserve.

c. Capacity savings due to reductions in the overall Planning Reserve Margins resulting from transmission expansion.

d. Long-term cost savings realized by Transmission Customers by accelerating a long-term project start date in lieu of implementing a short-term project in the interim and/or long-term cost savings realized by Transmission Customers by deferring or eliminating the need to perform one or more projects in the future.

e. Any other financially quantifiable benefit to Transmission Customers resulting from an enhancement to the Transmission System and related to the provisions of Transmission Service.

6. Any project to facilitate like-for-like capital replacements of plant originally installed as part of a Multi-Value Project where replacement is due to aging, failure, damage or relocation requirements where such replacement is not the result of

negligence by the constructing Transmission Owner will be treated as a Multi-Value Project. The minimum project cost limitation for Multi-Value Projects described in Section II.C.3.d of Attachment FF will not apply to the like for- like capital replacement projects described in this Section.

7. The following Total MVP Benefit-to-Cost Ratio will be applied to any Multi-Value Project justified solely on the basis of Sections II.C.2.b or II.C.2.c of this Attachment FF to ensure such project qualifies as a Multi-Value Project:

Total MVP Benefit-to-Cost Ratio = financial benefits / Project Costs.

For the purpose of this calculation, Financial Benefits will be set equal to the present value of all financially quantifiable benefits provided by the project projected for the first 20 years of the project's life and Project Costs will be set equal to the present value of the annual revenue requirements projected for the first 20 years of the project's life.

8. The aforementioned Multi-Value Project inclusion criteria shall be used for the exclusive purpose of determining whether projects are eligible for regional cost sharing in accordance with Section III.A.2.g below. These criteria shall not affect the existing criteria set forth in Appendix B of the ISO Agreement for determining whether projects are eligible for inclusion in the MTEP. Moreover, the costs of projects included in the MTEP, but not eligible for regional cost sharing, shall continue to be eligible for inclusion in the calculation of Transmission Owner revenue requirements under Attachment O of this Tariff.

D. Market Participant Funded Projects: Market Participant funded projects (MPFPs) are

defined as Network Upgrades fully funded by one or more market participants but owned and operated by an incumbent Transmission Owner. These projects apply to those Network Upgrades that are neither currently included in the MTEP Appendix A nor targeted for approval within the current planning cycle.

The development of the MPFPs will follow specified process steps that are detailed in the Transmission Provider's Transmission Planning Business Practices Manual ("TPBPM"). These process steps shall include, at a minimum, the following:

1. Consistent with the MTEP process the submittal deadline for a proposed MPFP project shall be September 15 of the current planning cycle and the proposed MPFP shall be submitted to the Transmission Provider planning contact, indicated on the MPFP submittal form posted on the Planning page of the Transmission Provider web site.

2. An MPFP proposed by a Market Participant shall follow the same analysis and approval timeline as an MTEP Target Appendix A project for the current planning cycle.

3. In the event that multiple Market Participants submit project proposals that are electrically similar, Transmission Provider shall make a determination in collaboration with the affected Transmission Owner(s) as to whether the projects are effectively the same project. Such consideration shall include whether the proposals have the same terminal stations, substantially address the same market congestion issues or otherwise serve similar system purposes, and can each be physically accommodated together with the other similar proposals. If the

projects are determined to be effectively the same project, the priority for the project shall be determined by the time-stamp date of receipt of the MPFP Proposal Form, unless otherwise agreed to by the impacted Market Participants.

E. Identification of Potential Impacts of a Market Efficiency Project or Multi-Value Project on Neighboring Transmission Planning Region(s)

As part of the evaluation of any proposed Market Efficiency Project or Multi-Value Project, the Transmission Provider will determine whether the proposed Market Efficiency Project or Multi-Value Project causes any violations of NERC reliability standards on the transmission system(s) of the adjacent neighboring transmission planning region(s). If the Transmission Provider's evaluation identifies any such violations of NERC reliability standards, the Transmission Provider will contact and coordinate with the other potentially affected adjacent neighboring transmission planning region(s) on any further evaluation.

F. Targeted Market Efficiency Projects:

A Targeted Market Efficiency Project is an upgrade that is identified in a Targeted Market Efficiency Project Study initiated by the Joint RTO Planning Committee as provided for under Article IX of the Joint Operating Agreement between the Transmission Provider and PJM and that satisfies the criteria for a Targeted Market Efficiency Project as set forth in Article IX of the Joint Operating Agreement between the Transmission Provider and PJM. Any Targeted Market Efficiency Project that is recommended by the Joint RTO Planning Committee under Article IX of the Joint Operating Agreement between the Transmission Provider and PJM shall be presented to the Transmission Provider Board for approval in the MTEP.

G. Treatment of Storage as a Transmission-Only Asset (SATOA)

1. SATOA May Be Included in MTEP as a Solution to a Transmission Issue

A storage facility proposed as a Storage as Transmission Only Asset ("SATOA") may be considered in the transmission planning process as a solution to a Transmission Issue. A SATOA may be any one of the transmission project types described in Sections II.A through II.D and II.F of this Attachment FF that meet the definitions, criteria, or factors applicable to those project types. A SATOA is eligible for cost recovery consistent with the cost recovery for its project type under Attachment FF, including cost recovery under Attachment FF, Section III.A.2.k.

a. Comparative Evaluations of Proposed SATOA.

The Transmission Provider will evaluate the appropriateness of proposed SATOAs as solutions to Transmission Issues identified in the development of the MTEP comparably to any other transmission asset. Considerations will include:

i. Ability of the proposed SATOA to address the Transmission Issue (e.g., loading, voltage, stability) in all hours that the Transmission Issue is determined to exist, with a life-cycle cost that is comparable to other proposed solutions or as otherwise needed to address the Transmission Issue, and after consideration of the comparability in system performance to other proposed solutions, including any non-transmission alternatives consistent with the provisions of Section I.D.1.b.

ii. The minimum and maximum Capacity required to address the Transmission Issue

to ensure that excess storage Capacity is not treated as a transmission asset. Cost recovery under transmission rates is limited to the cost of the maximum Capacity determined to be needed to address the Transmission Issue and will be pro-rated on that basis if a SATOA of higher Capacity is proposed, selected for inclusion in Appendix A of MTEP, and installed.

iii. Assurance of sufficient Energy and/or reactive capability (MWh/MVAr) to charge or discharge Energy for any period identified as necessary in the planning study.

iv. Assessment of system reliability impacts applicable to inverter-based facilities on the same basis and in a manner comparable to such analysis in the Generator Interconnection Procedures applicable to storage Resources as inverter-based facilities.

v. Life-cycle cost comparisons, including consideration of the period that is required to address the Transmission Issue, which may be less than the life cycle of alternatives, and including the factors described in Section II.G.1.b.

vi. Additional considerations that may support comparative evaluation to other solutions to the Transmission Issue, such as lead-time to develop, right of way or substation impacts, expandability, operational flexibility, or others.

b. Life Cycle, Degradation, and Cost Assumptions

Selection of the proposed SATOA as the preferred solution will consider similar cost and effectiveness considerations as applied to any other proposed transmission solution. The entity proposing the SATOA shall provide the planning estimate of the SATOA's:

i. Direct capital cost;

ii. Expected useful life;

iii. Equipment replacement schedules and associated life-cycle costs and other ongoing costs to maintain the SATOA at its required Capacity and Energy capability necessary to address the Transmission Issue identified, or otherwise comparable to a traditional wires solution; and

iv. Other cost and performance information as the Transmission Provider may determine is necessary to compare cost and performance with other proposed solutions to the Transmission Issue identified.

c. Selection of proposed SATOA as a Preferred Solution in MTEP

To be selected for inclusion in the MTEP, in addition to the requirements of Section II.G.1.a., the proposed SATOA must:

i. Demonstrate a basis to be recommended for inclusion in Appendix A of the MTEP as a transmission asset by:

a. Unique characteristics or circumstances of the proposed SATOA necessary to meet the identified Transmission System performance requirements and not otherwise available at comparable costs from other proposed solutions, including speed of operation, lead-time to implement, right-of-way or other property considerations.

b. A need to resolve the Transmission Issue(s) through the storage facility's

functioning as a SATOA instead of as a Resource that participates in the Transmission Provider's markets. A storage facility will not be evaluated as a potential SATOA to resolve a routine (i.e. N-0 or N-1) Transmission Issue that can be addressed by a market solution.

ii. Meet the criteria to be designated in the MTEP as one of the transmission project types consistent with the provisions of Sections II.A through II.D and II.F of this Attachment FF, or as eligible for cost recovery pursuant to Section III.A.2.k.

d. Consideration of Impacts on Resources in the Interconnection Queue

If the Transmission Provider or stakeholder identifies a potential impact to Generating Facilities in the Definitive Planning Phase pursuant to Attachment X, the Transmission Provider will assess whether the proposed SATOA will impact Generating Facilities in the Definitive Planning Phase and such assessment may include targeted contingency analyses applying Applicable Reliability Standards and applicable regional and local planning criteria to evaluate the incremental impact of the proposed SATOA on Generating Facilities in the Definitive Planning Phase that are in proximity to the SATOA in the MTEP model to compare loading and other system performance impacts attributable to the addition of the SATOA. The Transmission Provider will test the expansion model with and without the SATOA operating in the manner required for the SATOA to address the Transmission Issue identified for the SATOA to resolve. If such assessment demonstrates that the necessary operating mode of the proposed SATOA would cause the need for additional system mitigation, the cost of such mitigation will be included in the evaluation of the proposed SATOA against other potential transmission solutions and will be included as part of the SATOA project itself and the total project costs will be

eligible for recovery through the appropriate Attachment and Schedule of the Tariff.

2. Development of Operating Guides Associated with SATOA Selected for MTEP

Operation of SATOA in real time will be under the functional control of the Transmission Provider as provided for in Rate Schedule 1 (Transmission Owners Agreement), Article Three, Section I.A. For each SATOA included in the MTEP, the Transmission Provider will develop an Operating Guide specifying the operating practices applicable to the SATOA and consistent with the system performance requirements determined through the planning study supporting the selection of the SATOA for inclusion in the MTEP. The Operating Guide will include limitations on the operation of the SATOA above the maximum Capacity determined to be needed to address the Transmission Issue, consistent with Section II.G.1.a.ii.

3. Storage as Non-Transmission Alternatives

As provided for under Section I.D.1.b, storage facilities that are not proposed as SATOA may be considered as alternatives to transmission assets to address system needs when participating as generation or demand-side resources.

4. SATOA Participation in Markets

SATOA may only participate in the Transmission Provider's markets to the extent necessary to receive Energy from the Transmission System and to inject Energy into the Transmission System to provide the services for which the SATOA was included in the MTEP. SATOA may not otherwise participate in the Energy and Operating Reserve Markets and/or the Planning Resource Auction.

5. Transmission Service Associated with SATOA Operation

No Transmission Service charges are applicable to the operation of a SATOA.

6. Responsibility for Market-Derived Costs and Revenues Associated with SATOA

a. Accounting for Costs Incurred in the Market

Costs resulting from Market Activities of a SATOA directed under the Transmission Provider's functional control shall be collected through transmission rates in a manner consistent with the treatment of costs associated with the transmission project type that the SATOA is included as in Appendix A of the MTEP pursuant to Section II.G.1.c.ii. As an example, costs for charging a SATOA battery storage device may be included in transmission rates in a manner consistent with the inclusion in transmission rates as a Baseline Reliability Project if the battery storage device operates to serve as a Baseline Reliability Project.

b. Credit Back of Market Revenues

Revenues collected from Market Activities of a SATOA directed under the Transmission Provider's functional control shall be credited back through transmission rates in a manner consistent with the treatment of costs associated with the project category in transmission rates.

7. Removal

No SATOA may be removed from service permanently unless the removal is submitted into the annual MTEP planning process as a proposed project removal, reviewed by the Transmission Provider for its impact on Transmission System performance, and accepted by the Transmission Provider based on such review.

III. Designation of Cost Responsibility for MTEP Projects: Based on the planning analysis performed by the Transmission Provider, which shall take into consideration all

appropriate input from Market Participants or external entities, including, but not limited to, any indications of a willingness to bear cost responsibility for an enhancement or expansion, the recommended MTEP shall, for any enhancement or expansion that is included in the plan, designate: (i) the Market Participant(s) in one or more pricing zones that will bear cost responsibility for such enhancement or expansion, as and to the extent provided by any applicable provision of the Tariff, including Attachments N, X, or any applicable cost allocation method ordered by the Commission; or, (ii) in the event and to the extent that no provision of the Tariff so assigns cost responsibility, the Market Participant(s) or Transmission Customer(s) in one or more pricing zones from which the cost of such enhancements or expansions shall be recovered through charges established pursuant to Attachment GG of this Tariff, or as otherwise provided for under this Attachment FF.

Any designation under clause (ii) of the preceding sentence shall be determined as provided for in Section III.A of this Attachment FF with the cost responsibility at least roughly commensurate with the benefits. For all such designations, the Transmission Provider shall calculate the cost allocation impacts to each pricing zone. The results will be reviewed for unintended consequences by the Transmission Provider and the Tariff Working Group and any such identified consequences shall be reported to the Planning Advisory Committee, and the OMS.

A. Allocation of Costs Within the Transmission Provider Region

1. Default Cost Allocation: Except as otherwise provided for in this Attachment FF, or by any other applicable provision of this Tariff and consistent with the ISO Agreement, the responsibility for Network Upgrades included in the approved MTEP will be addressed in accordance with the provisions of the ISO Agreement.

2. Cost Allocation: The Transmission Provider will designate and assign cost responsibility on a regional, and sub-regional basis for Network Upgrades identified in the MTEP subject to the grand-fathered project provisions of Section III.A.2.b.

   a. Market Participant's Option to Fund: Notwithstanding the Transmission Provider's assignment of cost responsibility for a project included in the MTEP, one or more Market Participants may elect to assume cost responsibility for any or all costs of a Network Upgrade that is included in the MTEP. Provided however, in the event the Market Participant is also a Transmission Owner such election of the option to fund must be made on a consistent, non-discriminatory basis.

   b. Grandfathered Projects: The cost allocation provisions of this Attachment FF shall not be applicable to transmission projects identified in Attachment FF-1, which is based on the list of projects designated as Planned Projects in the MTEP approved by the Transmission Provider Board on June 16, 2005 (MTEP 05) and some additions of proposed projects that the Transmission Provider has determined to be in the advanced stages of planning.

   c. Baseline Reliability Projects: Costs of Baseline Reliability Projects shall be recovered pursuant to Attachment O of this Tariff by the Transmission Owner(s) and/or ITC(s) developing such projects, such that the Transmission Owner(s) and/or ITC(s) developing a Baseline Reliability Project shall be responsible for all of the costs of the portion of the

Baseline Reliability Project that is physically located in the Transmission Owner's and/or ITC's pricing zone, subject to the requirements of the ISO Agreement.

d. Generation Interconnection Projects: Costs of Generation Interconnection Projects that are not JTIQ Upgrades and that are not determined by the Transmission Provider to be Baseline Reliability Projects, Market Efficiency Projects, or Multi-Value Projects and the Network Upgrade costs associated with advancing a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project associated with a generator interconnection will be paid for by the Interconnection Customer(s) in accordance with Attachment X.

For Generation Interconnection Projects interconnecting to the American Transmission Company LLC transmission system and that are not JTIQ Upgrades, such costs will be subject to the provision of Attachment FF – ATCLLC. In the event that a Generation Interconnection Project that is not a JTIQ Upgrade defers or displaces a Baseline Reliability Project, the costs of the Generation Interconnection Project up to the costs of the deferred or displaced Baseline Reliability Project shall be allocated consistent with the cost allocation for the Baseline Reliability Project.

1) For Network Upgrades to facilities in voltage classes at or above 345 kV and that are not a JTIQ Upgrade, the Interconnection Customer shall be repaid 10 percent of the costs of the Generation

Interconnection Project funded by the Interconnection Customer once Commercial Operation is achieved. The Transmission Owner(s) constructing the Generation Interconnection Project will repay 10% of the Generation Interconnection Project costs associated with Network Upgrade facilities in a voltage class of 345 kV or greater to the Interconnection Customer under repayment terms consistent with the schedules and other terms of Attachment X.

The 10% of the Project Cost associated with Network Upgrade facilities of voltage class 345 kV or above and that are not a JTIQ Upgrade, and repaid to the Interconnection Customer pursuant to this section, shall be allocated on a system-wide basis and recovered pursuant to Attachment GG of this Tariff.

Costs of Generation Interconnection Projects that are JTIQ Upgrades included in a JTIQ Portfolio, and where a JTIQ Upgrade included in the JTIQ Portfolio has been selected to receive funding through the United States Department of Energy Grid Resilience and Innovation Partnerships (GRIP) Program by December 31, 2023, shall be allocated to Interconnection Customers included in the JTIQ Commitment Groups consistent with Section 9.4 and related subsections of Rate Schedule 6. If none of the JTIQ Upgrades have been selected to receive funds through the GRIP

program, the Transmission Provider will propose an appropriate cost allocation method pursuant to the terms of Section 9.4 of Rate Schedule 6.

In the event that the JTIQ Portfolio in Section 9.4 of Rate Schedule 6 is not fully subscribed as set forth in Rate Schedule 6, the costs of JTIQ Upgrades constructed by a Transmission Owner and not recovered from the JTIQ Commitment Groups shall be recovered on a system-wide basis pursuant to Attachment JJJ.

A JTIQ Upgrade identified pursuant to Section 9.4 of Rate Schedule 6 shall be presented to the Transmission Provider Board for approval for inclusion in the MTEP.

2) An Interconnection Customer may be required to contribute to the cost of Shared Network Upgrades, as defined in Attachment X to the Tariff, that are funded by another Interconnection Customer, including when the Transmission Owner elects to fund the capital cost of a Shared Network Upgrade under Section 11.3 of the Generator Interconnection Agreement, as a Generation Interconnection Project pursuant to Attachment X in accordance with the following provisions:

(a) Each Interconnection Customer with one or more Shared Network Upgrade(s) identified in Appendix A of its Generator Interconnection Agreement for which the

Transmission Owner(s) has not elected to fund the capital cost of a Shared Network Upgrade(s) under Section 11.3 of the Generator Interconnection Agreement shall make a one-time payment under Schedule 26-B to the Transmission Provider in accordance with the terms in the Generator Interconnection Agreement. The one-time payment will reflect the cost of the Shared Network Upgrade assigned to the Interconnection Customer as determined by the Transmission Provider.

All revenue collected by the Transmission Provider through Schedule 26-B shall be distributed to the appropriate Interconnection Customer(s).

(b) If the Transmission Owner(s) has elected to fund the capital cost of a Shared Network Upgrade(s) under Section 11.3 of the Generator Interconnection Agreement, each Interconnection Customer with that Shared Network Upgrade(s) identified in Appendix A of its Generator Interconnection Agreement shall enter into a Facilities Service Agreement(s) with the Transmission Owner(s).

3) The Interconnection Customer shall be entitled, pursuant to Section 46 of this Tariff, to any Financial Transmission Rights or other rights to the extent provided for under this Tariff, for any

Network Upgrade costs funded by or charged to the Interconnection Customer and not subject to repayment under the provisions of this Section III.A.2.d and that are not costs for JTIQ Upgrades. For costs funded by or charged to the Interconnection Customer for Generation Interconnection Projects that are JTIQ Upgrades, the Interconnection Customer shall be eligible for Financial Transmission Rights pursuant to Section 47 of this Tariff.

4) International Transmission/Michigan Electric Transmission Company:

(a) For those Generation Interconnection Projects that are not JTIQ Upgrades for which International Transmission Company or Michigan Electric Transmission Company, LLC, ("International" or "METC") as Transmission Owners will be a signatory to the interconnection agreement under the terms of Attachment X of this Tariff or any successor provision of the Tariff executed by the parties after the effective date of this Attachment FF Section III.A.2.d.4, this Attachment FF Section III.A.2.d.4 shall apply.

(b) Generation Interconnection Projects: The cost of Network Upgrades for Generation Interconnection Projects

that are not determined by the Transmission Provider to be Baseline Reliability Projects shall be reimbursed by the Transmission Owner as provided in this Section III.A.2.d.4. All costs of Network Upgrades for Generation Interconnection Projects will initially be paid by the Interconnection Customer in accordance with the terms of the Interconnection Agreement entered into pursuant to Attachment X of this Tariff. To the extent the Interconnection Customer demonstrates at the time of Commercial Operation of the Generating Facility one of the following:

i. Generating Facility has been designated as a Network Resource in accordance with the Tariff, or

ii. Contractual commitment has been entered into with a Network Customer for capacity, or in the case of an Intermittent Resource, for energy, from the Generating Facility for a period of one (1) year or longer.

The Interconnection Customer will receive up to one hundred percent (100%) reimbursement of reimbursable costs within ninety (90) days of the Commercial Operation

Date, such reimbursement prorated by the percentage of the Generating Facility capacity or annual available energy output contracted for and as demonstrated to the satisfaction of the Transmission Provider.

If the Interconnection Customer is unable to demonstrate to the satisfaction of the Transmission Provider at the time of Commercial Operation of the Generating Facility that the Generating Facility has met the repayment obligations set forth in Attachment FF Sections III.A.2.d.4.b.i. or III.A.2.d.4.b.ii. the Interconnection Customer shall be directly assigned 100% of the costs of the Generation Interconnection Project. The Transmission Owner may effect this direct assignment of costs by either foregoing any repayment of costs funded by the Interconnection Customer, or by electing to repay 100% of the costs under repayment terms consistent with the schedules and other terms of Attachment X.

The Interconnection Customer shall be entitled, pursuant to Section 46 of this Tariff, to any Financial Transmission Rights or other rights to the extent provided for under this Tariff, for any Network Upgrade costs funded by or charged to the Interconnection Customer and not subject to

repayment under the provisions of this Attachment FF Section III.A.2.d.4. In the event that a Generation Interconnection Project defers or displaces a Baseline Reliability Project, the costs of the Generation Interconnection Project up to the costs of the deferred or displaced Baseline Reliability Project shall be allocated consistent with the cost allocation for the Baseline Reliability Project.

(c) For all amounts to be reimbursed by a Transmission Owner to an Interconnection Customer in accordance with this Attachment FF Section III.A.2.d.4, the Transmission Owner will reimburse the sums received from the Interconnection Customer in cash together with any applicable interest, in accordance with the terms of the Interconnection Agreement.

(d) Allocation of Generation Interconnection Reimbursement. For all amounts reimbursed by a Transmission Owner to an Interconnection Customer under this Attachment FF Section III.A.2.d.4, the reimbursement will be allocated as follows:

i. Projects of Voltage Below 345 kV: 50% of the applicable Project Cost for Generation

Interconnection Projects with a voltage class below 345 kV shall be allocated on a sub-regional basis to all Transmission Customers in designated pricing zones. The designated pricing zones and the sub-regional allocation of the Project Cost shall be determined on a case-by-case basis in accordance with a Line Outage Distribution Factor Table ("LODF Table") developed by the Transmission Provider which is similar in form to that attached hereto as Attachment FF-2. The LODF Table is based on Transmission System topology and Line-Outage Distribution Factors associated with the project under consideration and is used to determine the pricing zones to be included in the sub-regional allocation of the Project Cost. The percentage of the sub-regional allocation assigned to each designated pricing zone shall be determined based on the relative share between pricing zones of the sum of the absolute value of the product

of the Line-Outage Distribution Factor on each Branch Facility in a pricing zone and the length in miles of the Branch Facility. The remaining fifty percent (50%) of the reimbursement will not be subject to any regional or sub-regional cost allocation, but will be recovered by that Transmission Owner under its Attachment O transmission rate formula under this Tariff.

ii. Projects of Voltage 345 kV and Higher: 10% of the applicable Project Cost for Generation Interconnection Projects with a voltage class of 345 kV or higher shall be allocated on a system-wide basis to all Transmission Customers and recovered through a system-wide rate. 40% of the applicable Project Cost for Generation Interconnection Projects with a voltage class of 345 kV or higher shall be allocated on a sub-regional basis to all Transmission Customers in designated pricing zones. The designated pricing zones and the sub-

regional allocation of the Project Cost shall be determined on a case-by-case basis in accordance with a Line Outage Distribution Factor Table ("LODF Table") developed by the Transmission Provider similar in form to that attached hereto as Attachment FF-2. The LODF Table is based on Transmission System topology and Line-Outage Distribution Factors associated with the project under consideration and is used to determine the pricing zones to be included in the sub-regional allocation of the Project Cost. The percentage of the sub-regional allocation assigned to each designated pricing zone shall be determined based on the relative share between pricing zones of the sum of the absolute value of the product of the Line-Outage Distribution Factor on each Branch Facility in a pricing zone and the length in miles of the Branch Facility. The remaining fifty percent (50%) of the reimbursement will not be subject to any

regional or sub-regional cost allocation, but will be recovered by that Transmission Owner under its Attachment O transmission rate formula under this Tariff.

e. Transmission Delivery Service Projects: Costs of Transmission Delivery Service Projects shall be assigned and recovered in accordance with Attachment N of this Tariff.

f. Market Efficiency Projects: Costs of Market Efficiency Projects shall be allocated as follows:

i) One Hundred percent (100%) of the costs of the Market Efficiency Projects with a voltage at or above 230 kV that do not qualify as Interregional Market Efficiency Projects under Section IX of the MISO-PJM JOA shall be allocated to all Transmission Customers in each of the of the Transmission Pricing Zones that has a net positive present value of the annual benefits over the evaluation period applying the benefit metrics in Attachment FF-7. For Market Efficiency Projects that are also Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 345 kV,one hundred percent (100%) of the Transmission Provider's share of the costs shall be allocated to all Transmission Customers in

each of the Transmission Pricing Zones that has a net positive present value of the annual benefits over the evaluation period applying the benefit metrics in Attachment FF-7.

ii) For Market Efficiency Projects that are also Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 100 kV but below 345 kV, one hundred percent (100%) of the Transmission Provider's share of the costs shall be allocated to all Transmission Customers in each of the Cost Allocation Zones, as defined in Attachment WW. The cost allocated to each Cost Allocation Zone shall be based on the relative benefit determined for each Cost Allocation Zone that has a positive present value of annual benefits over the evaluation period using the methodology for project benefit determination of Attachment FF-7, Section I.A.

iii) Excessive Funding or Requirements: The Transmission Provider shall seek to identify and manage the development of, as a part of the planning process for Market Efficiency Projects, portfolios of projects that tend to provide net benefits over the planning horizon, as determined according

to the applicable section(s) of Attachment FF-7, throughout each Transmission Pricing Zone for each Market Efficiency Project with a voltage at or above 230 kV that does not qualify as Interregional Market Efficiency Projects under Section IX of the MISO-PJM JOA, for each Market Efficiency Project that is also an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 345 kV, and for each Cost Allocation Zone, as defined in Attachment WW, for each Market Efficiency Project that is also an Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 100 kV but below 345 kV. The Transmission Provider shall analyze on an annual basis whether the project portfolios developed in accordance with this goal and the criteria in Section III.A.2.f unintentionally result in unjust or unreasonable annual capital funding requirements for any Transmission Owner or rate increases for Transmission Customers in designated pricing zones; or otherwise result in undue discrimination between the Transmission Customers, Transmission Owners, or any Market Participants; any such identified consequences shall be reported to the Planning

Advisory Committee and to the Organization of MISO States. After discussing such assessments with the aforementioned stakeholder bodies, and taking into consideration the cumulative experience in applying this Attachment FF, the Transmission Provider will make a determination as to whether Tariff modifications are required, and if so file such modifications.

g. Multi-Value Projects: Costs of Multi-Value Projects will be allocated as follows:

i) For a Portfolio of Multi-Value Projects with benefits spread broadly across the MISO system-wide footprint, one-hundred percent (100%) of the annual revenue requirements of the Multi-Value Projects shall be allocated on a system-wide basis to Transmission Customers that withdraw energy, including external transactions sinking outside the Transmission Provider's region, and recovered through an MVP Usage Charge pursuant to Attachment MM.

ii) For a Portfolio including only Multi-Value Projects with benefits spread broadly across the MISO Midwest MVP Cost Allocation Subregion identified in Attachment XX but not broadly spread across the MISO system-wide footprint,

one-hundred percent (100%) of the annual revenue requirements of such Multi-Value Projects shall be: (1) allocated on a pro-rata basis to Transmission Customers that withdrew energy in the MISO Midwest MVP Cost Allocation Subregion identified in Attachment XX, including applicable external transactions associated with the MISO Midwest MVP Cost Allocation Subregion sinking outside the Transmission Provider's region; and (2) recovered through an MVP Usage Charge pursuant to Attachment MM.

iii) For a Portfolio including only Multi-Value Projects with benefits spread broadly across the MISO South MVP Cost Allocation Subregion identified in Attachment XX but not broadly spread across the MISO system-wide footprint, one-hundred percent (100%) of the annual revenue requirements of such Multi-Value Projects shall be: (1) allocated on a pro-rata basis to Transmission Customers that withdraw energy in the MISO South MVP Cost Allocation Subregion as identified in Attachment XX, including applicable external transactions associated with the MISO South MVP Cost Allocation Subregion and sinking outside the Transmission Provider's region; and (2)

recovered through an MVP Usage Charge pursuant to Attachment MM.

h. Targeted Market Efficiency Projects: The cost of a Targeted Market Efficiency Project shall be allocated as follows:

i) Targeted Market Efficiency Projects are interregionally cost allocated between the Transmission Provider and PJM per Section 9.4.4.2.5 of the Joint Operating Agreement between the Transmission Provider and PJM.

ii) One hundred percent (100%) of the Transmission Provider's share of the cost of a Targeted Market Efficiency Project shall be allocated to all Transmission Pricing Zones that receive a positive congestion contribution benefit from the Targeted Market Efficiency Project. The share of such cost allocated to each Transmission Pricing Zone shall be in proportion to the relative positive congestion contribution benefit accruing from the Targeted Market Efficiency Project to the Transmission Pricing Zone over the evaluation period of Section 9.4.4.1.5(iv)(d) of the Joint Operating Agreement between the Transmission Provider and PJM. To determine the relative positive contribution benefit accruing to each Transmission Pricing Zone, the Transmission Provider will use the data resulting from the Targeted Market Efficiency

Project study conducted pursuant to Section 9.3.7.2(c) of the Joint Operating Agreement and apply a congestion contribution formula to each load node and generator node in the Commercial Model equal to the multiplication of the Shadow Price of the flowgate, shift factor of the load node or generator node to the flowgate, and the amount of load or generation at the node. This formula will be applied for all hours in the Day Ahead market where the Reciprocal Coordinated Flowgate experienced congestion. The congestion contribution of each load node or generator node on the Reciprocal Coordinated Flowgate will be calculated for each congested interval during the evaluation period of Section 9.4.4.1.5(iv)(d) of the Joint Operating Agreement between the Transmission Provider and PJM. Summing all of the congestion contributions will yield the relative benefits of the upgrade to each load node or generator node. Aggregating the load node or generator node congestion contributions for each Transmission Pricing Zone gives the net benefits of the upgrade to each Transmission Pricing Zone, providing the basis for cost allocation of the Transmission Provider's share of the cost of the Targeted Market Efficiency Project.

iii) Provided, however, that no cost for the Targeted Market Efficiency Project shall be allocated to a Transmission Pricing Zone if the positive congestion contribution benefit from the Targeted Market Efficiency Project to that Transmission Pricing Zone is calculated to be less than a threshold of either: (1) $5,000 total or (2) less than one percent (1%) of the Transmission Provider's cost of the Targeted Market Efficiency Project. Any costs that are not allocated to a Transmission Pricing Zone because they fall within this threshold will be collected by a reallocation to the remaining Transmission Pricing Zones that receive positive congestion contribution benefits from the Targeted Market Efficiency Project in proportion to the share of positive congestion contribution benefits each Transmission Pricing Zone is calculated to receive from the Targeted Market Efficiency Project.

iv) Provided, further, that no cost for a Targeted Market Efficiency Project that is approved in any MTEP by the Transmission Provider Board during the Second Planning Area's Transition Period shall be allocated to a Transmission Pricing Zone located in the Second Planning Area if the Targeted Market Efficiency Project terminates wholly

outside of MISO or terminates exclusively in the First Planning Area. Any costs that are not allocated to a Transmission Pricing Zone in the Second Planning Area as a result of this subsection shall be collected by a reallocation to the remaining Transmission Pricing Zones that receive positive congestion contribution benefits from the Targeted Market Efficiency Project in proportion to the share of positive congestion contribution benefits each Transmission Pricing Zone is calculated to receive from the Targeted Market Efficiency Project.

i. Market Participant Funded Projects (MPFPs): Costs of MPFPs will be allocated as follows: One-hundred percent (100%) of the cost of a Market Participant Funded Project (MPFP) shall be assigned to the Market Participant that proposed the project, subject to the provisions of this Attachment FF Section II.D.3, unless other cost sharing arrangement is agreed to between the Market Participant and the incumbent Transmission Owner.

j. Treatment of Projects that meet both Baseline Reliability Project Criteria and/or New Transmission Access Project Criteria, and the Market Efficiency Project Criteria: If the Transmission Provider determines that a project designated as a Market Efficiency Project also meets the criteria to be designated as a Baseline Reliability Project and/or a New Transmission

Access Project, the cost of such project shall be allocated in accordance with the Market Efficiency Project allocation procedures.

k. Other Projects: Unless otherwise agreed upon pursuant to Section III.A.2.a. of this Attachment FF, the costs of Network Upgrades that are included in the MTEP, but do not qualify as Baseline Reliability Projects, New Transmission Access Projects, Targeted Market Efficiency Projects, Market Efficiency Projects, or Multi-Value Projects shall be eligible for recovery pursuant to Attachment O of this Tariff by the Transmission Owner(s) and/or ITC(s) paying the costs of such project, subject to the requirements of the ISO Agreement.

l. Withdrawal from MISO: A Transmission Owner that withdraws from the MISO as a Transmission Owner shall remain responsible for all financial obligations incurred pursuant to this Attachment FF while a Member of the MISO and payments applicable to time periods prior to the effective date of such withdrawal shall be honored by the MISO and the withdrawing Member.

m. New Transmission Owners: A new Transmission Owner joining the MISO will be responsible for the following financial obligations:

    a. New Transmission Owners will not be responsible for any portion of Baseline Reliability Projects, Generation Interconnection Projects, Transmission Delivery Service Projects, Targeted Market Efficiency Projects, or Market

Efficiency Projects that were approved prior to their entry date.

b. For Multi-Value Projects approved prior to the new Transmission Owner's entry date, the load interconnected to the Transmission Owner's Transmission System will be responsible for one-hundred percent (100%) of the MVP usage charge described in Attachment MM for the years following the Transmission Owner's entry date applied to the Monthly Net Actual Energy Withdrawals for Load interconnected to the Transmission Owner's Transmission System.

n. Only a Transmission Owner shall be authorized to construct and/or own transmission facilities associated with a Baseline Reliability Project. For projects jointly developed between Transmission Owners and other parties the portion constructed and owned by a Transmission Owner may qualify as a Baseline Reliability Project, Market Efficiency Project, and/or Multi Value Project.

IV. Merchant Transmission Project Data Requirements: A proposed merchant transmission developer assumes all financial risk and funding requirements for developing its transmission project(s) and constructing the proposed transmission facility(ies). In order for a proposed merchant transmission developer's facility to be interconnected to the Transmission

System, it is first necessary for the impacted Transmission Owner and the Transmission Provider to analyze the reliability and operational impact of the proposed new merchant transmission facility(ies) on the Transmission System to determine if the new merchant transmission facilities can be reliably supported by the Transmission System, and if not, what Network Upgrades funded by the merchant transmission developer would be required to reliably support the proposed merchant transmission facility(ies). In order to perform the required reliability and operational analyses, the merchant transmission developer must provide the following data to the Transmission Provider:

(1) Each transmission circuit and substation, including new facilities, associated with the merchant transmission proposal;

(2) Nominal operating voltage level in kV and voltage characteristics (*i.e.*, AC or DC) for each transmission circuit associated with the merchant transmission proposal;

(3) Typical and maximum MW power flow schedules, in each direction, for all proposed DC transmission circuits associated with the merchant transmission proposal;

(4) Normal and emergency summer and winter load ratings for each transmission circuit associated with the merchant transmission proposal;

(5) Maximum allowable positive sequence impedance for each AC transmission circuit associated with the merchant transmission proposal, when applicable;

(6) List of all transmission buses associated with the merchant transmission proposal, including nominal operating voltage level in kV, voltage characteristics, and terminating transmission branches and shunts;

(7) Proposed substation one-line diagrams for all new substations associated with the

merchant transmission proposal, including circuit breaker and bus configuration details;

(8) Load ratings, winding connections, impedances, tap data, and any other relevant information for load carrying equipment and facilities associated with the merchant transmission proposal, as applicable;

(9) Modeling files to model proposed facilities and relevant new contingencies in power flow, stability, short-circuit and other relevant study models; and

(10) Any other data determined pertinent to the study by the Transmission Provider and/or interconnecting Transmission Owners for the specific merchant transmission facility proposal.

V. Designation of Entities to Construct, Implement, Own, Operate, Maintain, Repair, Restore, and/or Finance MTEP Projects: With the exception of Competitive Transmission Projects, for each project included in the recommended MTEP Appendix A and prior to approval by the Transmission Provider Board, the plan shall designate one or more Transmission Owners to construct, own, operate, maintain, repair, restore, and finance the recommended project, based on the planning analysis performed by the Transmission Provider and based on other input from participants, including, but not limited to, any indications of a willingness to bear cost responsibility for the project; and applicable provisions of the ISO Agreement. Regarding Competitive Transmission Projects, upon the determination of the Selected Developer(s) for such projects, as set forth in Section VIII of this Attachment FF, the Transmission Provider shall update the approved MTEP Appendix A by identifying the Selected Developer(s) for each Competitive Transmission Project. Should the facilities from such Competitive Transmission Projects not be

approved by state regulatory authorities as Competitive Transmission Facilities, but instead as upgrades to existing transmission facilities, as defined in Section VIII.A.2 of this Attachment FF, the Transmission Provider shall update MTEP Appendix A by designating the appropriate Transmission Owner(s) to construct, own, operate, maintain, repair, restore, and finance such facilities in accordance with the ISO Agreement.

VI. Implementation of the MTEP:

A. If the Transmission Provider and any Transmission Owner's planning representatives, or other designated entity(ies), cannot reach agreement on any element of the MTEP, the dispute may be resolved through the dispute resolution procedures provided in the Tariff, or in any applicable joint operating agreement, or by the Commission or state regulatory authorities, where appropriate. The MTEP shall have as one of its goals the satisfaction of all regulatory requirements as specified in Appendix B or Article IV, Section I, Paragraph C of the ISO Agreement.

B. The Transmission Provider shall present the MTEP, along with a summary of relevant alternative projects that were not selected, to the Transmission Provider Board for approval on a biennial basis, or more frequently if needed. The proposed MTEP shall include specific projects already approved as a result of the Transmission Provider entering into Service Agreements with Transmission Customers where such agreements provide for identification of needed transmission construction, timetable, cost, and Transmission Owner or other parties' construction responsibilities.

C. Approval of the MTEP by the Transmission Provider Board certifies it as the

Transmission Provider plan for meeting the transmission needs of all stakeholders subject to any required approvals by federal or state regulatory authorities. The Transmission Provider shall provide a copy of the MTEP to all applicable federal and state regulatory authorities. The affected Transmission Owner(s), Selected Developer(s), or other designated entity(ies), shall make a good faith effort to design, certify, and build the designated facilities to fulfill the approved MTEP. However, in the event that an MTEP Appendix A project approved by the Transmission Provider Board is being challenged through the dispute resolution procedures under this Tariff or in court proceedings, the obligation of the Transmission Owners, or other designated entity(ies), to build that specific project (subject to required approvals) is waived until the approved project emerges from the dispute resolution procedures. In the event that selection of the Selected Developer(s) to construct a project is being challenged through the Dispute Resolution Process under Attachment HH of the Tariff, the obligation of the Selected Developer(s) to construct the project pursuant to the Selected Developer Agreement is not waived. The Transmission Provider Board shall allow the Transmission Owners, or other designated entity(ies), to optimize the final design of specific facilities and their in-service dates if necessary to accommodate changing conditions, provided that such changes comport with the approved MTEP and provided that any such changes are accepted by the Transmission Provider through the Variance Analysis process described in Section IX of this Attachment FF, as necessary. Any disagreements concerning such matters shall be subject to the dispute resolution procedures of this Tariff.

D. The Transmission Provider shall assist the affected Owner(s), Selected Developer(s), or other designated entity(ies), in justifying the need for, and obtaining

certification of, any facilities required by the approved MTEP by preparing and presenting testimony in any proceedings before state or federal courts, regulatory authorities, or other agencies as may be required. The Transmission Provider shall publish annually, and distribute to all Members and all appropriate state regulatory authorities, a five-to-ten-year planning report of forecasted transmission requirements. Annual reports and planning reports shall be available to the general public upon request.

VII. Multi-Value Project Costs and Benefits Review and Reporting

A. Frequency and Reporting of Multi-Value Project Review: For two (2) three (3) year cycles, as provided below and in the Business Practices Manual for Transmission Planning, the Transmission Provider shall conduct a review of the cumulative costs and benefits associated with any MVP(s) first included in an approved MTEP in the preceding six (6) years, and shall disseminate the results of such reviews to its stakeholders. The Transmission Provider shall use the review process and results to identify potential modifications to the MVP methodology and its implementation for projects to be approved at a future date.

1. Triennial MVP Review: Beginning with the third MTEP following approval of an MVP , and the third MTEP thereafter, the Transmission Provider shall conduct a MVP review, as provided in Section VII.B of this Attachment FF.

2. Calculation of Costs and Benefits: The Triennial MVP Reviews MVP Reviews shall calculate costs and benefits on a forward-looking basis over both twenty (20)-year and forty (40)-year periods. The costs calculation shall use updated

project costs and in-service dates provided in the latest MTEP quarterly status report, and the benefits calculation shall use updated future scenarios from the latest MTEP planning cycle. The results of the costs and benefits calculation shall be provided for each Cost Allocation Zone as defined in Attachment WW.

3. Dissemination of the Results of the Triennial MVP Reviews: Within a reasonable time after completion of each MVP review, the Transmission Provider shall disseminate the results of and supporting analysis for the MVP review through: (a) publication in the MTEP; (b) posting on the appropriate section of the Transmission Provider's public website; and (c) presentation to the appropriate stakeholder committees.

B. Scope of Triennial Multi-Value Project Review: Each Triennial MVP Review shall at a minimum include the following:

1. Quantitative Benefits: Analysis of the quantifiable economic benefits resulting from the addition of MVPs first included in an approved MTEP within the preceding six years, including, but not limited to:

   a. Congestion and Fuel Savings: Savings from increased access to lower cost Resources;

   b. Decreased Operating Reserves: Savings associated with lower Operating Reserve requirements;

   c. Decreased System Planning Reserve Margin: Savings associated with deferred generation investment due to a reduction in the system-wide Planning Reserve Margin; and

d. Decreased Transmission Line Losses: Savings associated with deferred generation investment due to a reduction in the Capacity required to serve transmission losses during peak hours, to the extent that MVPs reduce such losses.

2. Public Policy and Other Qualitative Benefits: Analysis of the public policy and other qualitative benefits accruing from MVPs, such as newly interconnected wind units; and an increase in the percentage of the Transmission Provider's Energy needs being supplied by wind and/or other renewable resources, and wind curtailments.

3. Historical Data: Based on the historical data available to the Transmission Provider for the five (5) prior years, of information on certain additional market trend metrics including, but not limited to:

a. Congestion costs;

b. Energy prices;

c. Fuel costs;

d. Planning Reserve Margin requirements;

e. Number of newly interconnected Resources, by Resource type; and

f. The share of the Transmission Provider's Energy supplied, by Resource type.

VIII. COMPETITIVE TRANSMISSION PROCESS

This section of Attachment FF of the Tariff describes the processes and requirements

associated with identifying Competitive Transmission Facilities contained within a Market Efficiency Project or Multi-Value Project approved by the Transmission Provider Board in MTEP Appendix A; certifying entities as Qualified Transmission Developers, whether they are existing Transmission Owners or non-incumbent transmission developers; solicitation of Proposals from Qualified Transmission Developers to construct, implement, own, operate, maintain, repair, and restore the Competitive Transmission Facilities; evaluation of Proposals; and designation of a Selected Proposal and Selected Developer(s) pursuant to Section VIII of Attachment FF of the Tariff.

VIII.A. APPLICABILITY

Except as otherwise provided in Sections VIII.A.1, VIII.A.2 and VIII.A.3 of this Attachment FF, the Competitive Developer Selection Process shall be applicable to all transmission facilities and substation facilities located on the Transmission System and included in an Eligible Project.

VIII.A.1. State or Local Rights of First Refusal:

The Transmission Provider shall comply with any Applicable Laws and Regulations granting a right of first refusal to a Transmission Owner. The Transmission Owner will be assigned any transmission project within the scope, and in accordance with the terms, of any Applicable Laws and Regulations granting such a right of first refusal. These Applicable Laws and Regulations include, but are not limited to, those granting a right of first refusal to the incumbent Transmission Owner(s) or governing the use of existing developed and undeveloped right of way held by an incumbent utility.

VIII.A.2. Upgrades to Existing Transmission Facilities:

A Transmission Owner shall have the right to develop, own, and operate any upgrade to a transmission facility owned by the Transmission Owner, in accordance with this Tariff and the ISO Agreement.

For an Eligible Project that contains both upgrades to existing transmission facilities as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 and new transmission facilities that are not upgrades, the Transmission Provider shall apply the following rules to assign the facilities included in the Eligible Project to applicable incumbent Transmission Owners or Selected Developer.

a. If 80% or more of the total cost of the transmission facilities included in the Eligible Project are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF, the Transmission Provider shall designate the applicable incumbent Transmission Owner(s) to develop, own, and operate all transmission facilities comprising the Eligible Project in accordance with the ISO Agreement.

b. If less than 80% of the total cost of the transmission facilities included in the Eligible Project are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF, the Transmission Provider shall divide the Eligible Project into two or more facilities or segments of facilities based upon the rules set forth in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF. For those facilities or segments of facilities that are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1, the Transmission Provider shall designate the applicable incumbent

Transmission Owner(s) to develop, own, and operate all transmission facilities comprising the Eligible Project in accordance with the ISO Agreement. Those facilities or segments that are not exempt from the Competitive Developer Selections Process pursuant to Section VIII.A.1 through VIII.A.3 shall be subject to the Competitive Developer Selection Process.

For purposes of this Section VIII.A.2, the Transmission Provider shall use the cost estimates prepared by the Transmission Provider for presentation to the Transmission Provider Board at the time such facilities are approved for inclusion in Appendix A to calculate the total cost of the transmission facilities contained within an Eligible Project.

VIII.A.2.1. Upgrades to Existing Transmission Lines: Upgrades to existing transmission line facilities include any expansion, replacement, or modification, for any purpose, made to existing transmission line facilities classified as transmission plant and owned by one or more Transmission Owners, for reasons including, but not limited to:

(a) Increasing the load capability of the transmission line or an associated circuit;

(b) Increasing the nominal operating voltage of the transmission line or an associated circuit;

(c) Installing additional plant on an existing overhead or underground transmission line facility, such as, but not limited to:

i. plant associated with an additional circuit installed on spare structure positions;

ii. additional structures to increase a sag limit or for other purposes;

iii. a sectionalizing switch installed on an existing transmission line circuit regardless of whether or not it is installed on an existing structure; and

iv. any other plant additions to existing transmission line facilities.

(d) Installing additional plant on a replaced overhead or underground transmission line facility, where the new additional circuit will be co-located with an existing transmission line, such as, but not limited to:

i. plant associated with an additional circuit installed on a replaced structure;

ii. additional structures to increase a sag limit or for other purposes;

iii. a sectionalizing switch installed on an existing transmission line circuit regardless of whether or not it is installed on an existing structure; and

iv. any other plant additions to replacement transmission line facilities.

(e) Any requirement or request to relocate transmission line facilities

owned by an incumbent Transmission Owner where the purpose of the relocation is not part of the core scope of a Competitive Transmission Project, including, but not limited to, relocations driven by aesthetics, highway expansion projects, other infrastructure expansion projects, projects to improve the reliability or performance of the Transmission System, projects to reduce the cost to operate and maintain the Transmission System, projects to interconnect new generation and load, and projects to accommodate the relocation of an existing substation;

(f) Any requirement or request to relocate existing transmission line facilities owned by an incumbent Transmission Owner to accommodate Competitive Transmission Line Facilities associated with a Competitive Transmission Project, where such construction of the Competitive Transmission Line Facilities requires or requests use of the incumbent Transmission Owner's right-of-way and, as a result, also requires or requests transfer of the existing transmission facilities to alternative right-of-way or an alternative position on the same right-of-way based on either mutual consent of the incumbent Transmission Owner and Selected Developer(s) and/or the outcome of a state regulatory proceeding or court action;

(g) Functionally equivalent capital replacement of any portion of an existing transmission line facility due to aging, deterioration, damage, poor performance, aesthetics, high operating and maintenance costs, or

other similar reasons;

(h) Replacing one or more existing components of any existing transmission line facility, such as, but not limited to:

i. replacing existing conductors with higher capacity conductors or better performing conductors;

ii. replacing existing structures;

iii. replacing insulators rated at a specific voltage with insulators rated at a higher voltage;

iv. replacing aging or defective components associated with the existing transmission line;

(i) Improving the performance or characteristics of the existing transmission line for any reason;

(j) Converting an existing overhead transmission line to an underground transmission line on the same right-of-way and/or converting an existing underground transmission line to an overhead transmission on the same right-of-way;

(k) Improving land and land rights booked under the Commission's Uniform System of Accounts, Account Nos. 105, 350, and/or 380; or

(l) Any other modifications to existing transmission facilities.

VIII.A.2.1.1. Installation of additional transmission circuits on existing transmission lines:

If a Competitive Transmission Project includes developing a new

transmission circuit and in a subsequent state or local regulatory proceedings determine that all or a portion of the circuit must be installed on an existing transmission line that is part of the Transmission System (i.e., co-located with existing transmission circuits on the same structures), the following rules will be used to determine what constitutes an upgrade:

(a) If the structures associated with the existing transmission line are multi-circuit structures and have spare positions to accommodate installation of one or more additional transmission circuit(s), installation of the new transmission circuit(s) on these spare structure positions will be considered an upgrade.

(b) If the structures associated with the existing transmission line can be expanded to accommodate installation of one or more additional transmission circuit(s), expansion of the structure and installation of the new transmission circuit(s) will be considered an upgrade.

(c) If the structures associated with the existing transmission line are not multi-circuit structures and cannot be expanded to accept additional circuits, do not have sufficient spare structure positions available to accommodate the new transmission circuit(s), or have spare structure positions that are reserved for future use by the incumbent Transmission Owner and not available for the new transmission circuit(s) in question, it will be necessary to rebuild the existing transmission line to accommodate one or more

additional transmission circuits. Under this scenario, all of the necessary and applicable actions (e.g., acquisition of additional right-of-way; removal of the existing transmission line plant; construction of new transmission line structures; transfer or replacement of the existing transmission line conductors, insulators, and shield wire(s); and installation of new conductors, insulators, and shield wire(s) associated with the new transmission circuit(s) co-located with existing transmission circuit(s) on the same structures; etc.) will be considered an upgrade.

VIII.A.2.2. Upgrades to Existing Substations:

Upgrades to existing substations include any expansions, replacements or modifications made, in part or in whole, to any existing substation or portion thereof that is owned by one or more Transmission Owners, and where some or all of the plant within the existing substation is classified as transmission plant. These upgrades include, but are not limited to:

(a) Replacing facilities and/or equipment within an existing substation footprint;

(b) Installing additional plant within an existing substation footprint;

(c) Modifying facilities and/or equipment within an existing substation footprint;

(d) Expanding an existing substation footprint within the existing

substation site boundaries and installing additional plant within the expanded area;

(e) Acquiring additional land adjacent to the existing substation in conjunction with installation of additional plant within the boundaries of this additional land, including facilities to interconnect such plant to the existing substation plant; and

(f) Developing an additional footprint near the existing substation to facilitate effective expansion of the existing substation as further described below in Section VIII.A.2.2.1.

VIII.A.2.2.1. Expansion of an existing substation by developing an additional footprint near the existing substation:

Construction of a new substation footprint near an existing substation to facilitate expansion of the existing substation is considered an upgrade and is necessary when the transmission project calls for expansion of the existing substation and there is not sufficient space for such expansion. Upgrades through development of a second substation footprint can be accomplished in one of two ways. First, a second substation footprint can be developed near the existing substation footprint, and the two substation footprints will function electrically as a single substation and will be interconnected by bus extensions or connectors. An example would be expanding an existing substation that is landlocked by public roadways by developing a second substation footprint on the other side of one of the

roads and then installing an overhead single span connector which would function as a substation bus to interconnect the two substation footprints. Second, an existing substation could be retired for many reasons such as but not limited to: lack of room for future expansions, physical conditions such as soil subsidence, earthquake reinforcement requirements, to prevent flood damage, regulatory/public necessity/economic reasons, and other similar factors. A new substation could be developed nearby on a different site and all transmission circuits into the existing substation could be rerouted to the new site, which is essentially the relocation of an existing substation. These scenarios represent upgrades to an existing substation when the intent of the transmission project produced by the transmission planning process is to expand the existing substation rather than develop a new substation or to relocate an existing substation for reasons not related to implementation of a regionally cost shared transmission project.

VIII.A.3. Immediate Need Reliability Projects

Immediate Need Reliability Projects are projects that: (a) are identified in a Baseline Reliability Study needed to address a reliability need and needed within thirty-six (36) months from first Calendar Day of the month in which the Transmission Provider Board approves the project for inclusion in Appendix A of an MTEP; and (b) meet the criteria for designation as a Baseline Reliability Project pursuant to Section II.A.1 of this Attachment FF, notwithstanding the fact that such project also meets the criteria set forth

in Section II.B of this Attachment FF for classification as a Market Efficiency Project. The Transmission Provider shall designate the applicable Transmission Owner to develop, own, and operate all transmission facilities comprising such Immediate Need Reliability Project in accordance with the ISO Agreement.

VIII.A.3.1 Procedure for Review of Immediate Need Reliability Projects:

(a) Within thirty (30) Calendars Days after the Transmission Provider Board approves the respective MTEP, the Transmission Provider shall post a report on its website that separately identifies each Immediate Need Reliability Project that the Transmission Provider has determined to assign to the applicable Transmission Owner. The posted report shall include:

i. An identification of the transmission facilities contained within the Immediate Need Reliability Project;

ii. The need by date of each Immediate Need Reliability Project;

iii. A brief explanation of the reliability need(s), that each Immediate Need Reliability Project is required to address, including the reason(s) for the need by date, in sufficient detail to allow stakeholders to understand the need and why it is time sensitive;

iv. The date(s) and manner in which the reliability need was first identified during the planning process along with an explanation of why the need was not identified earlier;

v. An explanation of other transmission or, consistent with the provisions of Section I.D.1.b, any non-transmission alternatives the Transmission Provider

considered but concluded would not sufficiently address the immediate reliability need.

(b) If the Transmission Provider identifies any Immediate Need Reliability Projects pursuant to Section VIII.A.3.1(a), the Transmission Provider shall provide stakeholders with thirty (30) Calendar Days to submit comments in response to the report required by Section VIII.A.3.1(a) starting with the date that such report is posted on the Transmission Provider's website. Within sixty (60) Calendar Days after posting the report required by Section VIII.A.3.1(a), the Transmission Provider shall post the comments received together with any responses by the Transmission Provider.

(c) The Transmission Provider shall post and update at least annually a list of prior years' designations of Market Efficiency Projects that met the criteria in Section VIII.A.3, for designation as an Immediate Need Reliability Project which list shall contain both the need-by date and the date that the Transmission Owner placed the facility in service.

VIII.A.3.2 Immediate Need Reliability Project Dispute Resolution.

Any disputes regarding determinations to classify or not classify a transmission project as an Immediate Need Reliability Project and/or assign transmission facilities associated with such Immediate Need Reliability Project to the Transmission Owner will be referred to the Dispute Resolution Process under Attachment HH of this Tariff. In the event that such classification and/or assignment is being challenged through the Dispute Resolution Process under Attachment HH of the Tariff, the obligation of the designated

Transmission Owner to construct such facilities is not waived.

VIII.B. COMPETITIVE DEVELOPER QUALIFICATION PROCESS

This section of Attachment FF of the Tariff describes the processes and requirements associated with certifying entities as Qualified Transmission Developers, whether they are existing Members or non-incumbent transmission developers.

VIII.B.1. Qualified Transmission Developers:

Only Qualified Transmission Developers may submit Proposals in response to a Request for Proposals posted by the Transmission Provider for a Competitive Transmission Project. The Transmission Provider will maintain a list of Qualified Transmission Developers on its website that will be updated within thirty (30) Calendar Days of the conclusion of the Competitive Developer Qualification Process.

VIII.B.2. Prequalification Process:

The Transmission Provider will open a prequalification window each quarter of the calendar year for entities that are not currently listed as Qualified Transmission Developers, including existing Members, Non-incumbent Developers, and Non-owner Members, by posting on its website a Transmission Developer Application template and invitation to submit a Transmission Developer Application. To become a Qualified Transmission Developer, each Transmission Developer Applicant must submit a Transmission Developer Application using the template(s) posted with the invitation and further described in the applicable Business Practices Manuals, by the deadline specified in the invitation, but no less than thirty (30) Calendar Days from the date the invitation

was posted. The Transmission Developer Applicant shall submit its completed Transmission Developer Application by the day specified as the deadline in accordance with the requirements in the applicable Business Practices Manual. The Transmission Developer Applicant shall also submit a non-refundable transmission developer application fee, as further described in the applicable Business Practices Manuals, in the amount of $20,000.00 by 5:00 PM EPT on the day specified as the Transmission Developer Application deadline to cover the cost of processing, reviewing, and determining whether the Transmission Developer Applicant does or does not satisfy all the qualification requirements required by Sections VIII.B.4(a) – (g) and VIII.B.4.1 – VIII.B4.4 of this Attachment FF to be certified as a Qualified Transmission Developer. A Transmission Developer Applicant may rely on the resources, capabilities, or competencies of an Affiliate to satisfy the qualification requirements contained in Sections VIII.B.4.1 – VIII.B.4.4 provided that the Transmission Developer Applicant: (a) clearly identifies in the Transmission Developer Application which prequalification requirements the Transmission Developer Applicant will rely on its Affiliate to satisfy; (b) clearly identifies the resources, capabilities, and/or competencies of the Affiliate the Transmission Developer Applicant intends to rely on to satisfy each prequalification requirement; and (c) includes with its Transmission Developer Application submission a Statement of Support executed by the Affiliate on which the Transmission Developer Applicant will rely for such support.

VIII.B.2.1. Completed Transmission Developer Applications:

To the extent the Transmission Provider finds the Transmission

Developer Application deficient of information or data required by the Transmission Developer Application template(s), the Transmission Provider will notify the Transmission Developer Applicant of the deficiencies electronically within thirty (30) Calendar Days of the Transmission Provider's receipt of the respective Transmission Developer Application. The Transmission Developer Applicant shall have thirty (30) Calendar Days from the date the Transmission Provider's deficiency notification was sent to submit the additional data required to the Transmission Provider. No additional Transmission Developer Application cure period will be allowed for the purposes of gaining Qualified Transmission Developer status.

VIII.B.2.2. Transmission Developer Application Review:

The Transmission Provider will review each Transmission Developer Application that has been cured of any identified deficiencies and will notify each Transmission Developer Applicant of the Transmission Provider's decision to certify or not certify the Transmission Developer Applicant as a Qualified Transmission Developer within one-hundred eighty (180) Calendar Days of the Transmission Provider's receipt of the respective Transmission Developer Application.

The Transmission Provider will certify those Transmission Developer Applicants that meet the qualification requirements specified

in Sections VIII.B.2 and VIII.B.4 of this Attachment FF and the applicable Business Practices Manuals. If the Transmission Provider does not certify a Transmission Developer Applicant, it will provide the Transmission Developer Applicant with a written explanation detailing its determination within thirty (30) Calendar Days after notification.

The Competitive Transmission Executive Committee shall have the exclusive and final authority to approve or reject Transmission Developer Applications and certify Transmission Developer Applicants as Qualified Transmission Developers.

VIII.B.3. Biennial Recertification Process:

Each Qualified Transmission Developer that intends to remain qualified must recertify its Qualified Transmission Developer status every second calendar year as determined by the recertification cycle posted by the Transmission Provider. The Transmission Provider will assign each Qualified Transmission Developer to a recertification cycle after the Qualified Transmission Developer's initial application is approved. Before July 15 of the year immediately preceding the year in which a QTD is due for recertification, the Transmission Provider will send a notification to each Qualified Transmission Developer that is required to recertify its status in accordance with Section VIII.B.3.1 of this Attachment FF.

VIII.B.3.1. Recertification Submission Requirements:

Each Qualified Transmission Developer that is sent a recertification notification shall submit, within thirty (30) Calendar Days after the recertification

notification is sent, a recertification statement in a form to be provided by the Transmission Provider, executed by an authorized representative of the Qualified Transmission Developer. There will be no fee for the first recertification, but for each recertification thereafter, the Qualified Transmission Developer shall also submit a non-refundable transmission developer recertification fee in the amount of $2,000 as further described in the applicable Business Practices Manuals, by 5:00 PM EPT on the day specified as the Qualified Transmission Developer recertification deadline. The recertification statement shall confirm, to the best of the Qualified Transmission Developer's knowledge, that the Qualified Transmission Developer continues to meet the requirements for initial qualification as set forth in Sections VIII.B.4, VIII.B.4.1, VIII.B.4.2, VIII.B.4.3, and VIII.B.4.4 of this Attachment FF. The recertification statement shall also contain a completed checklist indicating whether the Qualified Transmission Developer, or any parent or affiliate whose resources are relied upon for recertification, have experienced certain changes since the date the Qualified Transmission Developer last submitted a Transmission Developer Application or recertification statement. The specific changes shall be identified in the recertification notice and may include, but are not limited to: (1) merger, reorganization, or a change in the identity of any parent or affiliate providing support; (2) changes to the Qualified Transmission Developer's legal name, state of domicile, or MISO membership status; (3) bankruptcies, liquidations, receiverships or general assignments; (4) any new legal or regulatory violations

that would be required to be reported in a Transmission Developer Application pursuant to Section VIII.B.4.3 of this Attachment FF; and (5) any specific changes that the Transmission Provider identifies as necessary to evaluate a Qualified Transmission Developer's continued qualifications.

A properly completed and executed recertification statement stating that the Qualified Transmission Developer and, if applicable, its supporting parent or affiliate, has not experienced any of the changes listed by the Transmission Provider in the recertification statement form shall be deemed a completed recertification application.

If a Qualified Transmission Developer identifies in its recertification statement that any of the changes specified in the recertification statement form accompanying the recertification notice have occurred, initial disclosure shall not create any presumption of disqualification. Upon receipt of an executed recertification statement indicating that a listed change has occurred, the Transmission Provider shall provide the Qualified Transmission Developer with further instructions for submitting information and explanations to enable the Transmission Provider to evaluate the effect of the identified changes on the Qualified Transmission Developer's continued qualifications. Such further instructions shall be tailored to the disclosed change and shall be due no later than thirty (30) Calendar Days after the date that the additional information request was sent to the Qualified Transmission Developer.

Should a Qualified Transmission Developer fail to submit a properly

completed recertification statement or any information in response to the Transmission Provider's request for further information within the applicable submission periods specified in this Section VIII.B.3.1 of this Attachment FF, the Transmission Provider shall notify the Qualified Transmission Developer electronically within five (5) Business Days of the deadline specified in the renewal notification or request for further information of any deficiencies that the Transmission Provider has identified. The Qualified Transmission Developer will have five (5) Business Days from the date of notification of deficiency to cure the identified deficiencies by submitting the required information. Should a Qualified Transmission Developer fail to cure the identified deficiency during this five (5) Business Day period, the Transmission Provider will deem that the Qualified Transmission Developer has requested to voluntarily terminate its certification as a Qualified Transmission Developer in accordance with Section VIII.B.5 of this Attachment FF.

VIII.B.3.2. Review of Recertification Submissions.

The Transmission Provider shall review each Qualified Transmission Developer's recertification submission, any supporting information and explanations, and the annual financial information submitted pursuant to Section VIII.B.8 of this Attachment FF. The Transmission Provider shall determine whether the information included in the submission warrants recertification or termination of a Qualified Transmission Developer's status under the standards established in

Section VIII.B.1 through VIII.B.4.4 of this Attachment FF. The Transmission Provider will notify each Qualified Transmission Developer as to whether or not such entity has been recertified, within one-hundred eighty (180) Calendar Days of the date the Transmission Provider sent the recertification notification.

In the event that the Competitive Transmission Executive Committee terminates or determines not to recertify a Qualified Transmission Developer, the Transmission Provider shall provide that entity with a written explanation detailing its determination within thirty (30) Calendar Days of such notification. If the Transmission Provider either terminates or does not recertify a Qualified Transmission Developer, such entity may seek re-qualification during any subsequent qualification process as described in Section VIII.B.2 of this Attachment FF. The Competitive Transmission Executive Committee shall have the exclusive and final authority to recertify or terminate a Qualified Transmission Developer's Qualified Transmission Developer status.

VIII.B.4. Requirements for Qualified Transmission Developer Status:

To be certified as a Qualified Transmission Developer, the requirements set forth in Sections VIII.B.4, VIII.B.4.1, VIII.B.4.2, VIII.B.4.3, and VIII.B.4.4 of this Attachment FF must be satisfied. A Transmission Developer Applicant may elect to satisfy one or more of these requirements by referencing and/or utilizing the qualifications, capabilities, and/or competencies of one or more Affiliates instead of, or in addition to, those of the

Transmission Developer Applicant. Should a Transmission Developer Applicant elect to reference and/or utilize the qualifications, capabilities, and/or competencies of one or more Affiliates, the Transmission Developer Applicant must: (a) clearly identify in the Transmission Developer Application each Tariff requirement that the Transmission Developer Applicant intends to rely on an Affiliate to satisfy; and (b) include in the Transmission Developer Application an executed Statement of Support for each such Affiliate that acknowledges that the Transmission Developer Applicant is relying on the specified qualifications, capabilities, and/or competencies of the Affiliate. A Transmission Developer Applicant may elect to satisfy one or more of the requirements of VIII.B.4.3(a) and VIII.B.4.3(b) of this Attachment FF by submitting documentation pertaining to an Affiliate provided that the Transmission Developer Applicant also submits such documentation pertaining to itself, included an executed Statement of Support in the Transmission Developer Application for each such Affiliate, and has clearly identified which information and documentation pertains to the Affiliate and which information and documentation pertains to itself.

The general requirements applicable to Qualified Transmission Developers include the following:

(a) The Transmission Developer Applicant shall be a Transmission Owner or a Non-owner Member in good standing at the time the Transmission Developer Application is acted on by the Transmission Provider and shall maintain such status.

(b) The Transmission Developer Applicant shall either: (i) submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to execute the ISO Agreement should it be designated as a Selected Developer and to list any Competitive Transmission Facilities for which it is designated a Selected Developer, pursuant to the Selected Proposal, in Appendix H of the ISO Agreement (i.e. the list of transmission facilities transferred to MISO's functional control for the purposes of planning and operation); or (ii) state that it is already a signatory to the ISO Agreement and submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that it will list any Competitive Transmission Facilities for which it is designated as a Selected Developer for, pursuant to the Selected Proposal, in Appendix H of the ISO Agreement. The execution of the ISO Agreement must take place after the Competitive Transmission Facilities have been constructed but prior to their energization and the addition of the Competitive Transmission Facilities to Appendix H of the ISO Agreement must take place after the Competitive Transmission Facilities have been energized;

(c) The Transmission Developer Applicant shall submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to comply with all Applicable Laws and Regulations, codes, and standards governing the engineering, design,

construction, operation, and maintenance of transmission facilities including, but not limited to, federal laws; applicable state and local laws; applicable state and local building codes; federal regulatory requirements; applicable state and local regulatory requirements; applicable state and local licensing authorities; the National Electric Safety Code; the National Electric Code; Applicable Reliability Standards; and Good Utility Practice should the Transmission Developer Applicant be designated as a Selected Developer for one or more Competitive Transmission Facilities;

(d) The Transmission Developer Applicant shall either: (i) submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to register with NERC in accordance with NERC's registration guidelines as the transmission owner (TO), transmission operator (TOP), and transmission planner (TP), as those terms are defined by NERC, for all Competitive Transmission Facilities that the Transmission Developer Applicant, if designated as the Selected Developer, will own; or (ii) demonstrate that the Transmission Developer Applicant is already registered with NERC, in accordance with NERC's registration guidelines, as the transmission owner (TO), transmission operator (TOP), and transmission planner (TP), as those terms are defined by NERC;

(e) The Transmission Developer Applicant shall submit a written commitment, signed by an authorized representative of the Transmission

Developer Applicant, that if designated as the Selected Developer, the Transmission Developer Applicant shall either: (i) contract with the interconnecting Local Balancing Authority(s) to include the Competitive Transmission Facilities within the boundaries of the interconnecting LBA and demonstrate to the satisfaction of the Transmission Provider and per agreement by the interconnecting LBA that applicable LBA-related tasks associated with the proposed Competitive Transmission Facilities that may be delegated to an LBA by the Balancing Authority Agreement will be carried out either by the LBA or the Transmission Developer Applicant if designated as a Selected Developer; or ii) execute the Balancing Authority Agreement, register with NERC as a Balancing Authority (BA), and be designated as the Local Balancing Authority for any proposed Competitive Transmission Facilities, unless the Transmission Developer Applicant is already registered with NERC as a BA and designated as an LBA for one or more of the existing transmission facilities that may interconnect directly with any Competitive Transmission Facilities associated with the Competitive Transmission Project(s) that the Transmission Developer may be awarded;

(f) The Transmission Developer Applicant shall make a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that, if designated as a Selected Developer, it shall comply with the FERC Form 715 Part 4 TRPC, Transmission Planning Criteria and

Guidelines on file with FERC and established by each incumbent Transmission Owner whose existing transmission facilities will interconnect directly with the Competitive Transmission Facilities; and

(g) The Transmission Developer Applicant must make a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that, if it is designated as a Selected Developer, it shall comply with current requirements and standards regarding the interconnection of transmission facilities published by each Transmission Owner or non-Member to which Competitive Transmission Facilities will interconnect including, but not limited to, those standards and requirements required for compliance with the applicable NERC Facilities Design, Connections, and Maintenance ("FAC") Reliability Standards.

VIII.B.4.1. Project Implementation Requirements:

Each Transmission Developer Applicant shall submit documentation to demonstrate to the Transmission Provider that the Transmission Developer Applicant has or can obtain sufficient capabilities and competencies to satisfy the following project implementation requirements for Competitive Transmission Projects:

(a) Project management;

(b) Routing and siting studies including public outreach;

(c) Preliminary and detailed engineering and surveying;

(d) Material and equipment procurement;

(e) Construction; and

(f) Commissioning.

There are two general methods that a Transmission Developer Applicant may use to demonstrate it will have sufficient capabilities and competencies to perform project implementation tasks if chosen as the Selected Developer for a Competitive Transmission Project. First, the Transmission Developer Applicant may provide evidence that it currently develops transmission projects by listing data, pursuant to templates developed by the Transmission Provider, regarding the transmission facilities it owns and the infrastructure and resources it has in place to perform the project implementation activities to develop such transmission facilities, where infrastructure and resources may include, but not necessarily be limited to, employees, contractors, tools, equipment, buildings, vehicles, policies, processes, and procedures. Second, a Transmission Developer Applicant can provide a detailed business implementation plan describing how it would acquire the capabilities and competencies to perform the specific project implementation tasks listed above, including plans for: (i) retaining personnel or contractors; (ii) utilizing infrastructure and resources owned and operated by an affiliate company; (iii) qualifying personnel and contractors utilized; (iv) acquiring required tools, equipment, and vehicles; (v) development of project management, engineering, material, and construction standards and practices to be followed for specific types of facilities; (vi) route and site studies (including public outreach); and (vii) procuring adequate capital to develop transmission projects.

In the event that a Transmission Developer intends to demonstrate its project implementation qualifications by obtaining the requisite capabilities and competencies by contracting with third parties, the Transmission Developer Applicant shall submit either as part of its business implementation plan or in separate documentation an explanation of the capabilities and competencies that the Transmission Developer Applicant possesses at the time of application and those capabilities and competencies for which the Transmission Developer Applicant intends to contract in order to demonstrate its ability to satisfy the foregoing project implementation requirements for Competitive Transmission Projects. For each capability or competency that the Transmission Developer Applicant does not possess but intends to procure through contracting with third parties, the Transmission Developer Applicant shall provide a detailed contracting plan that contains a detailed description of the steps the Transmission Developer Applicant intends to take to procure needed capabilities or competencies if it is chosen as the Selected Developer for a Competitive Transmission Project.

The Transmission Developer Applicant shall not be required to have executed contracts with third parties to obtain all required capabilities or competencies at the time of application in order to prequalify as a Transmission Developer. However, the Transmission Developer Applicant bears the burden of identifying the capabilities or competencies it possesses and those for which it must contract with third parties and that the Transmission Developer Applicant has a realistic contracting plan for obtaining those capabilities.

The Transmission Developer Applicant shall include a written certification signed by an authorized representative of the Transmission Developer Applicant stating that the information in the submission is true and accurate.

VIII.B.4.2 Operations, maintenance, repair, and replacement requirements:

Each Transmission Developer Applicant shall submit documentation that demonstrates to the Transmission Provider that the Transmission Developer Applicant possesses or can obtain sufficient capabilities and competencies to adequately perform the following operations, maintenance, testing, inspection, repair, and replacement tasks for any Competitive Transmission Facilities associated with a Competitive Transmission Project once such facilities are in service and part of the Transmission System:

(a) Forced outage response for transmission line circuits;

(b) Forced outage response for substations;

(c) Switching for transmission line circuits;

(d) Switching for substations;

(e) Transmission line emergency repair;

(f) Substation emergency repair and testing;

(g) Transmission line preventative and/or predictive maintenance, including vegetation management;

(h) Substation preventative and/or predictive maintenance including equipment testing;

(i) Maintenance and management of spare parts, spare structures, and/or spare equipment inventories for substations and/or transmission lines, as applicable, including description of any agreements to share spare equipment, spare parts, and/or spare structures with other transmission entities;

(j) Real-time operations monitoring and control capabilities;

(k) Major facility replacements or rebuilds required as a result of catastrophic destruction or natural aging through normal wear and tear, including financial strategy to facilitate timely replacements and/or rebuilds; and

(l) Once a Transmission Developer, the Transmission Provider may require additional demonstration of qualifications to operate, maintain, restore, test, inspect, and replace specific Competitive Transmission Facilities associated with specific Competitive Transmission Projects for a specific Request for Proposals.

There are two general methods that a Transmission Developer Applicant may use to demonstrate it will have sufficient capabilities and competencies to perform operations and maintenance services if chosen as the Selected Developer for a Competitive Transmission Project. First, Transmission Developer Applicant may provide evidence that it currently owns and/or operates and maintains electric transmission facilities by listing data, pursuant to templates developed by the Transmission Provider, regarding the transmission facilities it owns and/or

operates and maintains and the infrastructure and resources it has in place to perform the operations and maintenance activities for such transmission facilities, where infrastructure and resources may include, but not necessarily be limited to, employees, contractors, tools, equipment, buildings, spare materials and equipment, vehicles, policies, processes, and procedures. Second, a Transmission Developer Applicant can provide a detailed business implementation plan describing how it would acquire the capabilities and competencies to perform the specific operations and maintenance tasks listed above, including plans for: (i) retaining personnel or contractors; (ii) utilizing infrastructure and resources owned and operated by an affiliate company; (iii) qualifying personnel and contractors utilized; (iv) acquiring required tools, equipment, and vehicles; (v) development of maintenance standards and practices to be followed for specific types of facilities; (vi) developing standards governing where personnel, equipment, and spare parts/equipment will be maintained with respect to potential future facilities (e.g., maximum distance between facility and local office, etc.); (vii) emergency response times; and (viii) maintaining adequate capital procurement capabilities to rebuild facilities following major catastrophic outages (including property insurance and risk mitigation strategies).

In the event that a Transmission Developer Applicant intends to demonstrate its operations and maintenance, repair and replacement qualifications by obtaining the requisite capabilities and competencies by contracting with third parties, the Transmission Developer Applicant shall submit, either as part of its

business implementation plan or in separate documentation, an explanation of the capabilities and competencies that the Transmission Developer Applicant possesses at the time of application and those capabilities and competencies for which the Transmission Developer Applicant intends to contract in order to demonstrate its ability to implement the foregoing project operation, maintenance, repair, and replacement requirements for Competitive Transmission Projects. For each capability or competency that the Transmission Developer Applicant does not possess but intends to procure through contracting with third parties, the Transmission Developer Applicant shall provide a detailed contracting plan that contains a detailed description of the steps the Transmission Developer Applicant intends to take to procure needed capabilities or competencies if it is chosen as the Selected Developer for a Competitive Transmission Project.

The Transmission Developer Applicant shall not be required to have executed contracts with third parties to obtain all required capabilities or competencies at the time of application in order to prequalify as a Qualified Transmission Developer. However, the Transmission Developer Applicant bears the burden of identifying the capabilities or competencies it possesses and those for which it must contract with third parties and that the Transmission Developer Applicant has a realistic contracting plan for obtaining those capabilities.

The Transmission Developer Applicant shall include a written certification signed by an authorized representative of the Transmission Developer Applicant stating that the information in the submission is true and accurate.

VIII.B.4.3. Legal Requirements:

Each Transmission Developer Applicant shall submit the following information and demonstrate to the Transmission Provider that the information submitted represents an acceptable level of risk to rely on the Transmission Developer Applicant, if designated a Selected Developer, to successfully implement a Competitive Transmission Project and own and operate the associated transmission facilities once in service. The information submitted must include written certification signed by an authorized representative of the Transmission Developer Applicant stating that the submitted information is accurate:

(a) A summary of legal and/or regulatory violations during the past five (5) years or, if the Transmission Developer Applicant has been in business for less than five years, the number of years for which the Transmission Developer Applicant has been in business, by the Transmission Developer Applicant found by federal or state courts, federal regulatory agencies, state public utility commissions, other regulatory agencies, or attorneys general. This includes, but is not limited to, the Federal Energy Regulatory Commission, North American Electric Reliability Corporation Reliability Standards, Securities Exchange Commission ("SEC") regulations, U.S. Commodity Futures Trading Commission ("CFTC") regulations, and other applicable requirements. Notwithstanding the foregoing,

the Transmission Developer Applicant does not need to provide any information regarding violations of the Applicable Reliability Standards that were resolved as a compliance exception as defined by the NERC rules of procedure.

(b) A summary of any and all instances in which the Transmission Developer Applicant is currently under investigation or is a defendant in a proceeding involving an attorney general or any state or federal regulatory agency, for violation of any laws, including regulatory requirements, during the past five years or, if the Transmission Developer Applicant has been in business for less than five years, the number of years for which the Transmission Developer Applicant has been in business. The Transmission Developer Applicant shall include an affidavit signed by an authorized officer of the Transmission Developer Applicant's company stating that the information in the submission is true and accurate and that the Transmission Developer Applicant will comply with all applicable requirements in this Tariff, the Business Practices Manuals, or other applicable Transmission Provider documents or agreements.

VIII.B.4.4 Financial Requirements:

Each Transmission Developer Applicant shall submit the following information and demonstrate to the Transmission Provider that the information submitted represents an acceptable level of risk to rely on the Transmission Developer Applicant to successfully implement a Competitive Transmission Project and own and operate the associated transmission facilities once in service. The information submitted must include written certification signed by an authorized representative of the Transmission Developer Applicant stating that the submitted information is accurate:

(a) A proposed financial plan demonstrating adequate capital resources (e.g., current assets, revolving lines, commercial paper, letter of credit, stock or bond issuance or other sources of liquidity) are available to the Transmission Developer Applicant to allow for Competitive Transmission Projects to be implemented on schedule and associated Competitive Transmission Facilities to be operated and maintained appropriately after the facilities are in service.

(b) The credit rating(s) for the Transmission Developer Applicant from Moody's Investor Services, Inc., Standard and Poor's Rating Group and/or other Nationally Recognized Statistical Rating Organization ("NRSRO") as recognized by the Securities and Exchange Commission ("SEC"). In the event the Transmission Developer Applicant is rated by more than one NRSRO, then the lowest rating will be the benchmark for consideration of demonstrating and maintaining an investment grade credit rating. For

example, an investment grade rating is considered to be a rating of Baa3 or above from Moody's Investor Services, Inc. or BBB- or above from Standard and Poor's Rating Group (equivalent ratings will be used for other rating agencies). The focus of the review will be on the entity's unsecured, senior long-term debt ratings (not supported by third-party enhancements). If unsecured, senior long-term debt ratings are not available, the Transmission Provider may consider Issuer Ratings.

In the event the Transmission Developer Applicant does not have an investment grade rating, the Transmission Provider will consider the other information the Transmission Developer Applicant has submitted to evaluate its financial capability to construct the transmission facility in a timely manner, and to maintain and operate it reliably for the long term.

(c) General financial information, including two (2) years of audited financial statements with notes to the financials and a signed commitment by an authorized representative of the Transmission Developer Applicant that it is not aware of any material events or circumstances that would likely result in a material adverse weakness in financial strength throughout project implementation of future Competitive Transmission Projects that it might be awarded after it is certified as a Transmission Developer. In the event the Transmission Developer Applicant does not have two (2) years of audited financial statements and has not submitted two (2) years of audited financial statements from an Affiliate providing an executed

Statement of Support, the Transmission Developer Applicant must submit an audited balance sheet dated within the last ninety (90) days. It must also submit *pro forma* financials for the next fiscal year which include an income statement, balance sheet, and statement of cash flows.

(d) A summary of any history of bankruptcy, dissolution, merger, or acquisition of the Transmission Developer Applicant, or any predecessors in interest for the current calendar year and the five (5) calendar years immediately preceding its submission of the Transmission Developer Application. This information must also be submitted for any Affiliate providing a Statement of Support to satisfy any of the requirements in Section VIII.B.4.4 of this Attachment FF.

VIII.B.5. Voluntary Termination of Qualified Transmission Developer Status:

A Qualified Transmission Developer that desires to voluntarily terminate its' status as a Qualified Transmission Developer, may do so at any time by notifying the Transmission Provider. Upon such notification, the Transmission Provider will update the Qualified Transmission Developer list within thirty (30) Calendar Days of the notification. Failure of a Qualified Transmission Developer to timely submit a recertification statement pursuant to Section VIII.B.3.1 of this Attachment FF of the Tariff shall be deemed a voluntary termination under this Section VIII.B.5 of this Attachment FF. A terminated Qualified Transmission Developer may become a Qualified Transmission Developer again by following the process outlined in Section VIII.B.2 of this Attachment FF of the Tariff for Transmission Developer Applicants

seeking Qualified Transmission Developer status in a subsequent qualification process.

VIII.B.6. Confidential Treatment of Competitive Developer Qualification Information:

All information submitted with Transmission Developer Applications and recertification submittals will be considered Confidential Information, except for the name of the organization to be posted on the Qualified Transmission Developer list, and will not be publicly posted or shared with any individual except for employees of the Transmission Provider and/or contractors of the Transmission Provider that have executed appropriate non-disclosure agreement(s).

VIII.B.7. Alternative Dispute Resolution:

Any Transmission Developer Applicant who is not approved as a Qualified Transmission Developer by the Transmission Provider may request alternative dispute resolution under Attachment HH of the Tariff within thirty (30) Calendar Days of receiving the Transmission Provider's written explanation detailing its determination to deny the Transmission Developer Application. Any entity that is not recertified as a Qualified Transmission Developer by MISO, or a Qualified Transmission Developer whose Qualified Transmission Developer status is terminated, may request alternative dispute resolution under Attachment HH of the Tariff within thirty (30) Calendar Days of receiving the MISO's written explanation detailing its determination to not recertify or to terminate the entity's Qualified Transmission Developer status.

VIII.B.8. Ongoing Responsibilities of Qualified Transmission Developers:

Each Qualified Transmission Developer has an ongoing duty to provide the

Transmission Provider with notification as soon as reasonably practical should any of the changes specified in Section VIII.B.3.1 of this Attachment FF occur and a copy or link to their audited financial statements annually, within thirty (30) Calendar Days of such statements being prepared. The Competitive Transmission Executive Committee shall have the exclusive and final authority to make determinations regarding the continued qualifications of Qualified Transmission Developers based upon the information received in accordance with this Section VIII.B.8.

VIII.C. REQUEST FOR PROPOSALS

Should Appendix A of a Transmission Provider Board approved MTEP contain Eligible Projects, the Transmission Provider will review each such Eligible Project to determine whether or not it contains any Competitive Transmission Facilities. The Transmission Provider will release a Request for Proposals (RFP) for each Competitive Transmission Project pursuant to Section VIII.C of this Attachment FF and the applicable Business Practices Manuals. If Appendix A of a Transmission Provider Board approved MTEP contains only one (1) Competitive Transmission Project, the Transmission Provider will release an RFP within sixty (60) Calendar Days of the date the Transmission Provider Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP. If Appendix A of a Transmission Provider Board approved MTEP contains multiple Competitive Transmission Projects, the Transmission Provider shall have the option to stagger the release of each RFP associated with the multiple Competitive Transmission Projects.

If the Transmission Provider elects to stagger the release of RFPs, the Transmission Provider shall take the following actions following the date that the Transmission Provider

Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP: (1) Within ten (10) Business Days publicly post on its website a statement indicating that the Transmission Provider will stagger the RFP release dates; (2) Within thirty (30) Calendar Days post a schedule listing the planned release dates for each RFP, with the first RFP being released within sixty (60) Calendar Days of the date the respective MTEP was approved by the Transmission Provider Board. In determining the schedule of RFP releases when staggering is used, the Transmission Provider will consider the timing impacts of the Competitive Developer Selection Process with respect to the in-service dates of the Competitive Transmission Projects. In all events, the schedule of RFP releases developed by the Transmission Provider shall provide that all RFPs are released not later than three hundred and sixty five (365) Calendar Days after the date the Transmission Provider Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP. If the Transmission Provider elects not to stagger the release of RFPs, the Transmission Provider shall release each RFP within sixty (60) Calendar Days of the date the respective MTEP was approved by the Transmission Provider Board.

VIII.C.1. Minimum Contents of a RFP:

Each RFP shall include, at a minimum, a listing of each Competitive Transmission Facility contained within the Competitive Transmission Project, the Proposal Submission Deadline, the applicable items specified in Sections VIII.C.1.1 and VIII.C.1.2 of this Attachment FF to the Tariff, any applicable items specified in the Transmission Provider's Business Practices Manuals, and a list of the current transmission facility interconnection standards and requirements, established by the Transmission Owner(s) and established by any transmission owner(s) that are not a Member who have chosen to provide interconnection standards and

requirements to the Transmission Provider, to which the Competitive Transmission Project will interconnect. The Transmission Provider reserves the right to specify any additional information in a RFP including, but not limited to, any additional information for specific Competitive Transmission Line Facilities and/or Competitive Substation Facilities. The Transmission Provider shall include in each RFP a list of any aspects, or elements of the Competitive Transmission Project that the Transmission Provider anticipates at the time of posting to be particularly important for the success of the Competitive Transmission Project. This information shall be provided for informational purposes only and shall not alter the criteria and/or weightings applicable to evaluation of the Proposals pursuant to Sections VIII.E through VIII.E.3 of this Attachment FF.

If and to the extent a RFP contains any Critical Energy Infrastructure Information (CEII), the Transmission Provider will redact such CEII for public posting and create a non-public RFP containing the CEII which will be available to entities and individuals that have executed the appropriate CEII and non-disclosure agreements required by the Transmission Provider. Information on how to request the non-public RFP will be provided in the publicly posted RFP. Pursuant to Section VIII.A.1 of this Attachment FF, only Competitive Transmission Facilities eligible under state law will be included in the Competitive Transmission Project where (i) all other Competitive Transmission Facilities and (ii) upgrades as described in Section VIII.A.2 of this Attachment FF will be assigned to the applicable incumbent Transmission Owner in accordance with the ISO Agreement.

VIII.C.1.1 RFP Requirements for Competitive Transmission Line Facilities:

Each RFP that includes one or more Competitive Transmission Line

Facilities will specify, at a minimum, the following items for each Competitive Transmission Line Facility:

(a) Expected in-service date;

(b) Nominal operating voltage level in kV and voltage characteristics (*i.e.*, three-phase AC, bipolar DC, etc.) for each transmission circuit;

(c) Terminating substations and buses for each transmission circuit;

(d) Minimum required normal and emergency load ratings for both summer and winter seasons for each transmission circuit; and

(e) Maximum allowable positive sequence impedance for each transmission circuit when determined applicable by planning studies performed by the Transmission Provider.

VIII.C.1.2 RFP Requirements for Competitive Substation Facilities:

Each RFP that includes one or more Competitive Substation Facilities will specify, at a minimum, the following information for each Competitive Substation Facility:

(a) Expected in-service date;

(b) List of all transmission buses within the Competitive Substation Facility, including nominal operating voltage level in kV and voltage characteristics;

(c) List of all major equipment and facilities within the Competitive Substation Facility and associated terminating buses including

power transformers, voltage regulators, phase angle regulators, series reactors, series capacitors, shunt reactors, shunt capacitors, static VAR compensators, DC converters, transmission line circuit terminals, generator terminals, and loads;

(d) Limitations on and/or requirements for bus configurations when determined applicable by planning studies performed by the Transmission Provider including required load ratings of circuit breakers, disconnects, bus sections and other load carrying equipment under alternative bus configurations;

(e) Required load ratings for all load carrying equipment and facilities identified in item (c) above;

(f) Winding connection and tap requirements for power transformers, voltage regulators, phase angle regulators and load tap changers when determined necessary by planning studies performed by the Transmission Provider;

(g) Impedance requirements for power transformers, phase angle regulators, series reactors and series capacitors when determined necessary by planning studies performed by the Transmission Provider; and

(h) Limitations on and/or requirements for protection systems when determined applicable by a planning driver or Applicable Reliability Standard or in order to ensure a compatible

interconnection with existing protection systems associated with existing transmission facilities to which the Competitive Transmission Facilities will interconnect.

VIII.D. PROPOSALS

Proposals may be submitted only in response to an RFP issued by the Transmission Provider and only by entities that are certified as a Qualified Transmission Developer at the time such Proposal is submitted. Once submitted and unless withdrawn pursuant to Section VIII.D.8 of this Attachment FF, Proposals shall be held open as offers capable of acceptance by the Transmission Provider until such time as the Transmission Provider announces the identity of the Selected Developer and designates an Alternate Selected Developer pursuant to Sections VIII.E.2 and VIII.H of this Attachment FF.

VIII.D.1. Proposal Submission Deadline:

Proposals shall be submitted to the Transmission Provider no later than 5:00 PM EPT on the Proposal Submission Deadline. The Proposal Submission Deadline will be the date specified in the RFP, which shall not exceed one hundred and sixty-five (165) Calendar Days from the date the Transmission Provider issued the RFP, unless the one hundred and sixty-five (165) day maximum duration causes the Proposal Submission Deadline to fall on a Saturday, Sunday, or holiday in which case the Proposal Submission Deadline shall be the next Business Day that is not a holiday.

VIII.D.2. Proposal Deposit:

An RFP Respondent must submit an initial deposit, in an amount not to exceed $150,000.00 (in August 2023 dollars), to the Transmission Provider. The Transmission

Provider shall calculate the maximum amount of the deposit by determining the inflation adjustment in accordance with the inflation calculator located at the U.S. Bureau of Labor Statistics website. The inflation adjustment shall be calculated from August 2023, to the most up-to-date data available at the time the notification takes place, where such amount will be rounded to the nearest $100. The RFP shall state the amount of each deposit, the date(s) by which such deposit must be received, and any applicable submission requirements. In no event shall an RFP specify a deadline for submitting Proposal deposits that is more than thirty (30) Calendar Days prior to the Proposal Submission Deadline. Only one (1) proposal deposit is required for each Proposal, regardless of the number of RFP Respondents and Proposal Participants involved with the Proposal. In the event that an RFP Responder submits an initial deposit for a Proposal before the Proposal Submission Deadline specified in an RFP but does not submit the corresponding Proposal for such RFP by the Proposal Submission Deadline, the Transmission Provider shall refund the full amount of such deposit within thirty (30) Calendar Days after the Proposal Submission Deadline. Each deposit submitted to the Transmission Provider will be held in an interest-bearing account.

VIII.D.3. RFP Administration and Proposal Evaluation Expenses:

RFP Respondents shall, on a *pro rata* basis, be responsible for paying the actual costs incurred by the Transmission Provider, including the costs of the expert consultant(s) engaged to assist the Transmission Provider, in administering the Competitive Developer Selection Process for the specific RFP that the RFP Respondent(s) responded to through its Proposal submission. The Transmission Provider

will track all costs, including the Transmission Provider's time and the costs of the expert consultant(s), in administering the Competitive Developer Selection Process for each specific RFP.

The Transmission Provider shall evaluate all Proposals submitted in response to a specific RFP together and apply each of their respective proposal deposits equally to the cost of administering the Competitive Developer Selection Process for that specific RFP, except for Proposals that were found to be deficient by the Transmission Provider and were refunded 90% of the proposal deposit under Section VIII.D.10 of Attachment FF of the Tariff. Any shortfall will be billed by the Transmission Provider on a *pro rata* basis to each Proposal submitted in response to the RFP. Each respective RFP Respondent(s) is responsible for paying the *pro rata* share allocated to its Proposal(s) within thirty (30) Calendar Days of receiving notice of such shortfall. If a RFP Respondent fails to pay the expenses allocated to any of the Proposals it submitted within sixty (60) Calendar Days of the monthly invoice remittance date, those Proposals shall be disqualified from further consideration and evaluation by the Transmission Provider. Furthermore, the RFP Respondent may lose its Qualified Transmission Developer designation at the sole discretion of the Transmission Provider as they are no longer in good standing with the Transmission Provider pursuant to Section VIII.B.4.a of Attachment FF of the Tariff.

Any funds remaining after the Transmission Provider has completed the Competitive Developer Selection Process, including the issuance of refunds to Proposals that were withdrawn pursuant to Section VIII.D.8 of Attachment FF of the Tariff or deemed deficient pursuant to Section VIII.D.10 of Attachment FF of the Tariff, will be

refunded by the Transmission Provider on a *pro rata* basis to each Proposal within seventy-five (75) Calendar Days following the designation of the Selected Proposal, including any interest actually earned on such deposits.

VIII.D.4. Proposal Submission Format:

Proposals shall be submitted to the Transmission Provider prior to the Proposal Submission Deadline. Proposals shall be submitted to the Transmission Provider in accordance with the requirements specified in the RFP and Business Practices Manuals (e.g. the location, format, number of copies, use of submission templates, etc.). Proposals may be submitted in one of two different forms: (i) a Single-Developer Proposal; or (ii) a Joint-Developer Proposal. The Transmission Provider may provide template(s) for Proposal submissions and, if provided, RFP Respondents shall utilize the template(s) in submitting their Proposals. Any questions or inquiries regarding an issued RFP from the date the RFP was issued through the date that the selection report for the Competitive Transmission Project is publicly posted shall be solely directed to the Transmission Provider through the contacts listed in the RFP and not to the interconnecting incumbent Member(s).

VIII.D.4.1. Single-Developer Proposal:

A Single-Developer Proposal is a Proposal submitted by a single RFP Respondent that would become the sole Selected Developer for the Competitive Transmission Project, should its Single-Developer Proposal be designated as the Selected Proposal by the Transmission Provider.

VIII.D.4.2. Joint-Developer Proposal:

A Joint-Developer Proposal is a Proposal submitted jointly by two or more RFP Respondents that would each be designated as Selected Developers for the Competitive Transmission Project, should the Joint-Developer Proposal be designated as the Selected Proposal by the Transmission Provider. The Joint-Developer Proposal shall only be submitted once to the Transmission Provider by one of the RFP Respondents. Each RFP Respondent of a Joint-Developer Proposal shall either: (i) acknowledge and agree to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal; or (ii) clearly specify the aspects of the Competitive Transmission Project that each RFP Respondent will be solely liable, such that all aspects of the submitted Joint-Developer Proposal are accounted for. If at least one of the RFP Respondents does not commit to being jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, the existence of any grounds that would trigger Variance Analysis, including default and termination of the Selected Developer Agreement, with respect to any one RFP Respondent shall trigger Variance Analysis of the entire Joint-Developer Proposal, pursuant to Attachment FF Section IX of the Tariff.

VIII.D.4.3. Proposal Participants:

RFP Respondents may convey an interest of the Competitive Transmission Project to one or more Proposal Participant(s) at any time, provided however that (i) the RFP Respondent(s) identified and disclosed in its Proposal the Proposal Participants to which an interest will be conveyed; (ii) RFP

Respondent(s) convey such an interest on substantially the same terms as disclosed in the Proposal; (iii) the Aggregate ATRR for the Competitive Transmission Project shall not exceed the Aggregate ATRR contained in the Proposal; (iv) each RFP Respondent and each Proposal Participant to which an interest will be conveyed has each provided a written agreement committing to any applicable cost-containment measures contained in the Proposal; (v) each RFP Respondent and each identified Proposal Participant has each executed the ISO Agreement, to the extent that the entity is not already a Member, but no later than the date the Competitive Transmission Facilities are energized; and (vi) each RFP Respondent and each identified Proposal Participant has listed the Competitive Transmission Facilities for which it owns or has been conveyed an ownership interest in Appendix H of the ISO Agreement (i.e. the list of transmission facilities transferred to MISO's functional control for the purposes of planning and operation). If a Proposal identifies one or more Proposal Participants, the RFP Respondent(s) that convey such an interest shall acknowledge and agree to be responsible for all aspects of the Competitive Transmission Project, notwithstanding any default of any Proposal Participant's obligations, whether identified in the Proposal or under any contractual agreement(s) between the Proposal Participant and the respective RFP Respondent(s). Except as provided in Section VIII.D.5 of Attachment FF of the Tariff, the Transmission Provider shall only evaluate the capabilities and resources of the RFP Respondent(s) when evaluating a Proposal.

VIII.D.5. Proposal Content Requirements:

Each Proposal shall include all data and information required by the RFP, applicable Business Practices Manuals, and Tariff including, but not limited to, the items specified below in Section VIII.D.5 of Attachment FF of the Tariff. RFP Respondents may include additional data and information in the Proposal if they believe it is relevant and useful to the evaluation of their Proposal. If and to the extent RFP Respondents are utilizing any resources, capabilities, or competencies from an Affiliate, those resources, capabilities, or competencies shall be clearly identified in the Proposal and the RFP Respondent shall submit an "Acknowledgement of Support" signed by an authorized agent of the Affiliate expected to provide such support and the RFP Respondent. An "Acknowledgement of Support" may also be provided, but is not required, from any other entity on which RFP Respondent(s) intends to rely for such support.

VIII.D.5.1. General Proposal Information:

VIII.D.5.1.1. Identification of RFP Respondents:

Each Proposal shall clearly identify each RFP Respondent involved in the Proposal and identify a primary and secondary point of contact for the Proposal that will represent the RFP Respondent(s) in any communications and actions with the Transmission Provider.

Each Joint-Developer Proposal shall clearly and specifically identify each RFP Respondent's respective roles and responsibilities (including the respective percentage of responsibility) to finance, construct, implement, own, operate, maintain, repair, and restore the Competitive Transmission Project in such a

manner that one hundred percent (100%) of the responsibilities are identified and disclosed in the Proposal. Any agreements between or among the RFP Respondents governing the division of roles and responsibilities shall also be submitted with the Proposal

Furthermore, each RFP Respondent involved in a Joint-Developer Proposal shall include either: (i) an agreement to be jointly and severally liable for all aspects of the Joint-Developer Proposal; or (ii) clearly specify the aspects of the Competitive Transmission Project that each RFP Respondent will be solely liable, such that all aspects of the submitted Joint-Developer Proposal are accounted for. If at least one of the RFP Respondents does not commit to being jointly and severally liable for all aspects of the Joint-Developer Proposal, the existence of any grounds that would trigger Variance Analysis, including default and termination of the Selected Developer Agreement, with respect to any one RFP Respondent shall trigger Variance Analysis of the entire Joint-Developer Proposal, pursuant to Attachment FF Section IX of the Tariff.

VIII.D.5.1.2. Identification of Proposal Participants:

Each Proposal shall clearly identify whether the RFP Respondent(s) plan to convey an interest of the Competitive Transmission Project to one or more Proposal Participant(s). If a RFP Respondent contemplates any conveyance of interest of the Competitive Transmission Project to one or more Proposal Participant(s), it shall clearly and specifically (i) identify each Proposal Participant in the Proposal; (ii) identify the type and amount of any conveyed

interest in the Proposal; (iii) provide any agreements between or among the RFP Respondent and the Proposal Participants regarding the conveyed interest in the Competitive Transmission Project; (iv) disclose the expected timing of any such transfer of ownership or interest; (v) provide a written agreement from the RFP Respondent and each Proposal Participant to execute the ISO Agreement, to the extent that the entity is not already a Member, but no later than the date the Competitive Transmission Facilities are energized, should the Transmission Provider designate the proposal as the Selected Proposal; and (vi) the RFP Respondent's written agreement to be responsible for all aspects of the Competitive Transmission Project notwithstanding, any default of any Proposal Participant's obligations, whether identified in the Proposal or under any contractual agreement(s) between the Proposal Participant and the respective RFP Respondent(s).

VIII.D.5.2. Project Implementation Schedule:

Each Proposal shall contain a detailed project implementation schedule, driven by the required in-service date, for each Competitive Transmission Facility contained in the Competitive Transmission Project which shall include proposed schedules for route and site evaluation, regulatory permitting, land acquisition, engineering and design, land surveying, material procurement, construction, and commissioning/energization for all Competitive Transmission Facilities.

VIII.D.5.3. Project Cost Estimate:

Each Proposal shall contain a detailed project cost-estimate, based upon the

reasonably descriptive facility design submitted in the Proposal, for each Competitive Transmission Facility in the Competitive Transmission Project. The cost-estimates developed by the Transmission Provider during the transmission planning process and utilized for project approval should be considered by RFP Respondents for informational purposes only and are not guaranteed to be accurate or complete in all respects. RFP Respondents shall create and rely on their own cost calculations when submitting Proposals. To the extent that any RFP Respondent or Proposal Participant identified in a Proposal, or an Affiliate of either, has not committed to forego recovery of such costs, the project cost estimate shall include:

(i) all costs to develop the Proposal, including any costs of participating in the planning process and Competitive Developer Selection Process for the Competitive Transmission Project for which recovery may be sought. To the extent that a RFP Respondent submits more than one Proposal for a Competitive Transmission Project, such cost estimate shall state all costs for which recovery may be sought if any of the Proposals submitted by such RFP Respondent for the Competitive Transmission Project is selected as the Selected Proposal; and

(ii) any other pre-commercial expense for which a RFP Respondent or Proposal Participant identified in a Proposal, or an Affiliate of either, may seek recovery if the Proposal is selected as the Selected Proposal.

VIII.D.5.4. Estimated Annual Transmission Revenue Requirements:

Each Proposal shall contain separate estimated annual transmission revenue requirements for each RFP Respondent and Proposal Participant involved with the

Proposal beginning in the year costs would first be recovered under Attachment O and either Attachment MM or Attachment GG (including any incentives, such as to collect Construction Work In Progress ("CWIP") in ratebase or pass-through pre-commercial expenses on a current basis), through the first forty (40) calendar years that the Competitive Transmission Facilities included in the Competitive Transmission Project will be in service, in accordance with Attachment MM of the Tariff for Multi-Value Projects and Attachment GG of the Tariff for Market Efficiency Projects, including the supporting detail on the annual allocation factors for operations and maintenance, general and common depreciation expense, taxes other than income taxes, income taxes, and return used to estimate the annual revenue requirements.

If the Proposal involves more than one RFP Respondent or any Proposal Participants, the Proposal shall also include an estimated Aggregate ATRR beginning in the year costs would first be recovered under Attachment O and either Attachment MM or Attachment GG (including any incentives, such as to collect CWIP in ratebase or pass-through pre-commercial expenses on a current basis), through for the first forty (40) years the Competitive Transmission Facilities included in the Competitive Transmission Project will be in service representing the combined effect of each RFP Respondents' and Proposal Participants' individual annual transmission revenue requirements.

VIII.D.5.5. Binding Cost-Containment:

Each Proposal shall contain information and details regarding any binding cost-containment measures, including any binding cost caps, that may be offered as part of the Proposal. If any binding cost-containment measures are submitted as part of the

Proposal, each RFP Respondent and Proposal Participant submitting such binding cost-containment measures shall also provide a draft term sheet or agreement that clearly describes in detail the nature of the cost-containment measures being proposed, including all exclusions, exceptions, conditions, enforcement mechanisms, interaction with change orders, and such other information as is specified in the applicable Business Practices Manuals, as part of the Proposal submittal.

VIII.D.5.6. Financial Information:

Each Proposal shall include a detailed financing plan for the Competitive Transmission Project. The financing plan shall conform to the format(s) specified in an RFP and must contain information pertaining to the following elements, if applicable, as further explained in the applicable Business Practices Manuals:

1) A description of capital resources available to fund Competitive Transmission Project implementation costs, which demonstrate that the RFP Respondent(s) can procure capital to fund at least one hundred percent (100%) of expected project implementation costs, including any contingencies projected by the RFP Respondent(s) to show an ability to cover risks associated with foreseeable cost overruns.

   For each funding source the RFP Respondent(s) shall provide a description of how much capital is available, when the funds will be obtained, and what conditions must to be met to secure the funds. At a minimum, the RFP Respondent(s) shall identify each funding source by type with a brief description and state the costs for each funding sources. If the cost of funds information is

not known at the time the RFP Response is submitted, the RFP Respondent(s) may submit a range or estimate and describe the limitations that prevent this information from being provided.

2) An exhibit or a high-level narrative description of the expected cash flows between the RFP Respondent(s) and the funding sources sufficient to explain the timing, form and volume of cash flows expected between each RFP Respondent and the identified funding sources.

3) An overview schedule of significant expenditures for project implementation sufficient to demonstrate that funds will be available when needed for significant expenditures.

4) A description of immediately available funds, that the RFP Respondent(s) shall have access to in order to address unforeseen contingencies that arise during project implementation.

5) Information describing the RFP Respondent's plan to obtain Project Financial Security within the timeframe required by the Selected Developer Agreement in sufficient detail to demonstrate that the RFP Respondent(s) reasonably expect(s) to be able to satisfy this requirement if selected as the Selected Developer.

6) In the event that a RFP Respondent intends to rely on personnel, material, technical, financial, and/or other resources from an Affiliate in its Proposal, the RFP Respondent shall provide an Acknowledgment of Support executed by such Affiliate, which lists the personnel, material, technical, financial, and/or other resources that the RFP Respondent(s) desire(s) the Transmission Provider to

consider in evaluating the Proposal to demonstrate that such Affiliate is aware of the RFP Respondent's reliance on such Affiliate's resources and will make such resources available if the RFP Respondent's Proposal is selected.

7) The credit ratings, if applicable, of the RFP Respondent and any Affiliate providing financial support pursuant to an Acknowledgment of Support and general financial information including audited financial statements and notes for the RFP Respondent and any parent or Affiliate providing financial support pursuant to an Acknowledgment of Support, as well as *pro forma* financial statements for each calendar year until the RFP Respondent(s) expect(s) to place all project facilities into service.

8) The RFP Respondent's financial strategy to facilitate timely replacements and rebuilds for the life of the project to demonstrate that it reasonably can be relied upon to address catastrophic destruction and normal wear and tear.

VIII.D.5.7. Reasonably Descriptive Design:

Each Proposal shall contain a reasonably descriptive facility design for each Competitive Transmission Facility included in the Competitive Transmission Project. Reasonably descriptive facility designs represent descriptions of the core attributes and features of a design, not the detailed engineering and design calculations and documents.

VIII.D.5.7.1. Design for Competitive Transmission Line Facilities:

For each Competitive Transmission Line Facility, reasonably descriptive facility design proposals must include, if applicable, and as further described by the applicable RFP, the following:

(a) The estimated length of the Competitive Transmission Line Facility in miles and the basis for the estimate;

(b) The proposed conductor type, size, and, if applicable, bundling configuration;

(c) The proposed default or typical structure design attribute(s) (*e.g.*, steel vs. wood vs. aluminum vs. concrete, monopole vs. H-frame vs. lattice, single circuit vs. double circuit, self-supporting vs. guyed, structural calculation assumptions, etc.) to be used for tangent, running angle, in-line dead-end, and angle dead-end structures when feasible and/or for the majority of the Competitive Transmission Line Facilities;

(d) The estimated positive sequence line impedance and pi-equivalent shunt susceptance;

(e) The calculated normal and emergency seasonal thermal loading ratings, including the basis for such calculations;

(f) The proposed type of lightning protection system to be used when feasible and/or for the majority of the Competitive Transmission Line Facilities (*e.g.*, shield wires vs. surge arresters, etc.) and key attributes (*e.g.*, shielding angle, arrester location and type, etc.);

(g) The proposed grounding method to be used when feasible and/or for the majority of the Competitive Transmission Line Facilities

(*e.g.*, ground rods only, counterpoise, etc.) and key attributes (*e.g.*, targeted structure footing grounding resistance, etc.);

(h) The proposed method to address or mitigate adverse impacts of galloping conductors and/or Aeolian vibration, if any (*e.g.*, Stockbridge dampers, special conductors, etc.);

(i) The continuous rating of any load carrying switchgear installed on the Competitive Transmission Line Facilities; and

(j) The assumed communications systems to be used for the Competitive Transmission Line Facilities to facilitate protective relaying (*e.g.*, fiber optic, power line carrier, microwave, etc.).

VIII.D.5.7.2. Design for Competitive Substation Facilities:

For each Competitive Substation Facility, reasonably descriptive facility design proposals shall include, if applicable, and as further described, by the applicable RFP, the following:

(a) A detailed one-line diagram;

(b) The proposed protection systems including protection schemes, any anticipated interaction with existing/other facilities and conceptual protection system design (including backup protection systems, if applicable). Remote system monitoring capability shall be described with major features listed (redundancy, monitored parameters, etc.);

(c) The detailed specifications for proposed power transformers;

(d) A description of other substation equipment items, including load ratings, voltage ratings, fault interrupting ratings, tap data, and impedances as applicable, where other substation equipment includes, but is not limited to, bus sections, circuit breakers, circuit switchers, switches, disconnects, regulating transformers, station service transformers, series and shunt capacitors, series and shunt reactors, static VAR compensators, DC conversion equipment, instrument transformers (metering and relaying), wave traps, and surge arresters;

(e) The proposed line terminal ratings and basis for calculation, including limiting element;

(f) The basis for load rating calculations on any equipment where nameplate continuous ratings are not used; and

(g) A description of the communication system for remote monitoring, control and data acquisition facilities, including monitoring and control points.

VIII.D.5.7.3. Additional reasonably descriptive facility design data:

An RFP may require submission of additional facility design data when deemed necessary by the Transmission Provider. Proposals may also include additional facility data when deemed necessary by RFP Respondents, including but not limited to, optional facility design data listed in the Business Practices Manuals, which may be considered by the Transmission Provider in the

evaluation and selection of Proposals.

VIII.D.5.8. Project Implementation:

Each Proposal shall contain a description of existing and/or planned project implementation capabilities, relative to the applicable locations and jurisdictions where the Competitive Transmission Facilities will be located, to be used by the RFP Respondent(s) to perform the following tasks, as applicable and as further described in the applicable RFP:

(a) Project management;

(b) Routing/siting evaluation studies for Competitive Transmission Facilities;

(c) Regulatory permitting;

(d) Right-of-way and land acquisition for Competitive Transmission Facilities;

(e) Engineering and surveying required for Competitive Transmission Facilities;

(f) Material procurement for Competitive Transmission Facilities;

(g) Construction of Competitive Transmission Facilities;

(h) Commissioning/energization of Competitive Transmission Facilities; and

(i) Safety during construction of the Competitive Transmission Facilities.

VIII.D.5.8.1. Additional Project Implementation Capabilities Data:

A RFP may require the submission of additional data, when deemed necessary by the Transmission Provider, related to the policies, processes, methods, capabilities, experience, and past performance the RFP Respondent(s)

Proposals may also include additional information regarding project implementation capabilities when deemed necessary by RFP Respondents, including but not limited to, existing capabilities and past experience regarding project implementation, which may be considered by the Transmission Provider in the evaluation and selection of Proposals.

VIII.D.5.9. Operations and Maintenance:

Each Proposal shall contain a description of existing and/or planned operations, maintenance, repair, and replacement capabilities, relative to the locations and applicable jurisdictions where the Competitive Transmission Facilities will be located, to be used by the RFP Respondent(s) to perform the following tasks, as applicable and as further described in the RFP:

(a) Forced outage response for transmission line circuits and substations;

(b) Switching for transmission line circuits and substations;

(c) Emergency repair and testing for transmission line circuits and substations;

(d) Preventative and/or predictive maintenance for transmission line circuits and substations, including vegetation management and equipment testing;

(e) Maintenance and management of spare parts, spare structures, and/or spare equipment inventories for substations and/or transmission lines, including description of any agreements to share spare equipment, spare parts, and/or spare structures with other transmission entities;

(f) Real-time operations monitoring and control capabilities, if the Competitive Transmission Project contains one or more Competitive Substation Facilities;

(g) Major facility replacements or rebuilds required as a result of catastrophic destruction or natural aging through normal wear and tear, including financial strategy to facilitate timely replacements and/or rebuilds; and

(h) Safety during operations and maintenance of the Competitive Transmission Facilities.

VIII.D.5.9.1. Local Balancing Authority:

Each Proposal shall contain a description regarding the RFP Respondent's plan for incorporating the Competitive Transmission Facilities into a Local Balancing Authority Area.

VIII.D.5.9.2. Other Operations and Maintenance Capabilities Data:

A RFP may require the submission of additional data related to the policies, processes, methods, capabilities, experience, and past performance of the RFP Respondents regarding operations, maintenance, repair, and replacement when deemed necessary by the Transmission Provider.

Proposals may also include additional information regarding operations, maintenance, repair, and replacement capabilities when deemed necessary by RFP Respondents, including but not limited to, existing capabilities and past experience regarding operations, maintenance, repair and replacement, which may

be considered by the Transmission Provider in the evaluation and selection of Proposals.

VIII.D.5.10. Participation in the Transmission Planning Process:

While not required, RFP Respondents and Proposal Participants who desire to have such participation considered in the evaluation of their Proposal shall state whether any RFP Respondent or Proposal Participant, or Affiliate of either, was identified by the Transmission Provider eligible to receive planning participation credit for such Competitive Transmission Project for which the Proposal is submitted. Any Proposal stating that an Affiliate of a RFP Respondent or Proposal Participant earned the planning participation credit shall also identify and describe the relationship between the RFP Respondent or Proposal Participant to the Affiliate.

VIII.D.5.11. Disclosure of Assignments or Potential Assignments:

Proposals shall include a declaration stating whether or not the RFP Respondent(s) will seek to assign the Competitive Transmission Facilities, Competitive Transmission Project, or Selected Developer Agreement pursuant to Article 14 of the *pro forma* Selected Developer Agreement. For all proposed assignments except assignments to Project Finance Entities pursuant to Article 14.4 of the Selected Developer Agreement, such declaration shall include the identity of the proposed assignee(s) and the material terms, including timing, of such proposed assignment. If such assignment is conditioned on the occurrence of future events, then a statement of the conditions under which the assignment would occur and their anticipated timing shall be included. If an assignment

is contemplated to an Affiliate that does not yet exist, then a description of the relationship that the RFP Respondent and such future Affiliate will have at the time of assignment and any commitments that the RFP Respondent intends to make to support the Affiliate shall constitute a sufficient identification of the intended assignee.

VIII.D.5.12. Proposal Attestation:

Each RFP Respondent shall include an affidavit as part of the Proposal submission, signed by an officer of its organization, attesting that: (i) it understands that the Transmission Provider's evaluation of Proposals and designation of a Selected Proposal is governed by the Tariff and the Business Practices Manuals; (ii) it agrees to be bound by the Tariff and to follow the applicable Business Practices Manuals; (iii) it has submitted the Proposal in good faith; (iv) the information submitted by the organization in the Proposal is true to the best of the RFP Respondent's knowledge and belief; (v) it has complied with all Applicable Laws, and Regulations and Good Utility Practice in preparing the Proposal; and (vi) if selected, the Respondent agrees to be bound by its Proposal. Furthermore, each Proposal Participant shall include an affidavit as part of the Proposal signed by an officer of its organization attesting that: (i) the Aggregate ATRR for the Competitive Transmission Project and any required financial information about the Proposal Participant and its inputs into the Aggregate ATRR that has been submitted by the organization is true to the best of the Proposal Participant's knowledge and belief; (ii) that Proposal Participant agrees to be bound by any applicable cost containment measure and (iii) either (a) that it agrees to execute the ISO Agreement and identify the Competitive Transmission Facilities associated with the Competitive Transmission

Project in Appendix H of the ISO Agreement prior to closing on its conveyed interest should the Transmission Provider designate the Proposal as the Selected Proposal; or (b) prior to such closing it will demonstrate that it has already executed the ISO Agreement and it agrees to identify the Competitive Transmission Facilities associated with the Competitive Transmission Project in Appendix H of the ISO Agreement.

VIII.D.6. Additional Data Requests:

If, during the evaluation of Proposals, the Transmission Provider determines that additional information is required to evaluate the Proposals, the Transmission Provider will request, in writing, the additional data from all RFP Respondents, along with the timeframe that this data must be submitted. If the additional data is not submitted within the specified timeframe, the Proposal be deemed invalid and will not be evaluated or considered further by the Transmission Provider. This timeframe shall not be less than ten (10) Business Days from when the Transmission Provider issues the additional data request. This data request will not extend the evaluation timeframe defined in Section VIII.E.2 of Attachment FF of the Tariff.

VIII.D.7. Proposal Clarifications and Corrections:

The Transmission Provider will have the right, but not the obligation, during the Competitive Developer Selection Process described in Section VIII of Attachment FF of the Tariff, to request a RFP Respondent(s) to provide clarifications, corrections, or further supporting information to its submitted Proposal(s), along with the timeframe that a response must be submitted. The RFP Respondent(s) shall be responsible for any clarifications, corrections, or further supporting information the Transmission Provider

requires that relates to the Proposal Participants. In the event the RFP Respondent agrees to provide said clarification(s), corrections, or further supporting information, the RFP Respondent shall provide these within the time set forth by the Transmission Provider which shall be no less than ten (10) Business Days of the Transmission Provider's request. If the Transmission Provider accepts the RFP Respondent's clarification(s), corrections, or further supporting information. These shall immediately become a part of the submitted Proposal; or upon the Transmission Provider's request, the RFP Respondent shall immediately update its Proposal to reflect the accepted clarification(s), corrections, or further supporting information. In the event that the RFP Respondent declines to provide the requested clarification(s), corrections, or further supporting information, the Transmission Provider shall evaluate the Proposal as submitted.

VIII.D.8. Withdrawing Submitted Proposals:

Prior to the Proposal Submission Deadline, a RFP Respondent may withdraw a Proposal that was submitted to the Transmission Provider by informing the Transmission Provider as soon as practical in writing. Any deposits submitted to the Transmission Providers associated with the withdrawn Proposal will be returned in full and the withdrawn Proposal will not be considered or evaluated by the Transmission Provider.

A RFP Respondent may withdraw its submitted Proposal after the Proposal Submission Deadline by informing the Transmission Provider in writing, as soon as practical, but no later than such time that the Transmission Provider publicly announces the Selected Proposal for the RFP. Upon receiving a withdrawal notification, the Transmission Provider will stop its evaluation and consideration of the Proposal. A

withdrawn Proposal will not relieve the RFP Respondent from its obligations for the *pro rata* costs associated with the full evaluation period nor will the RFP Respondent be afforded any refund other than those funds remaining once the Competitive Developer Selection Process has been completed for the RFP.

VIII.D.9. Confidential Treatment of Proposals:

The Transmission Provider will treat information and documents, or portions of documents, received from RFP Respondents and/or Proposal Participants, whether received as Part of a Proposal, a response to a request for clarification or additional information pursuant to Sections VIII.D.6 and VIII.D.7 of this Attachment FF, or otherwise, as either Project confidential information pursuant to Section VIII.D.9.a, or non-confidential information pursuant to Section VIII.D.9.b, as set forth below.

VIII.D.9.a Confidential Information:

Except as provided in Section VIII.D.9.d, the Transmission Provider will not, without the prior written consent of the respective RFP Respondent and/or the Proposal Participant, publicly disclose or share any of the following confidential information with any individual except for employees of the Transmission Provider or an independent contractor of the Transmission Provider who require access to such information to perform their duties and have executed the Transmission Provider's non-disclosure and/or CEII agreement:

(i) All detailed breakdowns of costs, including but not limited to, the itemized costs for labor and materials;

(ii) All details of an RFP Respondent and/or Proposal Participant's financing arrangements;

(iii) All detailed design, routing, siting, or specialty construction techniques; and

(iv) Any other information or portions of documents that are clearly labeled and specifically designated as "CONFIDENTIAL," except for: (1) the items specified in Section VIII.D.9.b of this Attachment FF; and (2) information and/or items which the Transmission Provider is otherwise required, or explicitly authorized by another provision of the Tariff, to make publicly available.

VIII.D.9.b Non-Confidential Information:

The following categories of information shall not be considered confidential or maintained as Confidential Information:

(i) The identity of RFP Respondents and Proposal Participants;

(ii) The high-level design for Competitive Transmission Facilities;

(iii) The total estimated cost of the Competitive Transmission Project;

(iv) The estimated forty (40) year Annual Transmission Revenue Requirement ("ATRR");

(v) Information relating to any cost-containment measures, and rate-incentives;

(vi) Information regarding the proposed in-service dates of the Competitive Transmission Facilities;

(vii) The final evaluation score assigned to each Proposal, with the names of the RFP Respondents and Proposal Participants redacted or masked;

(viii) All timetables and milestones agreed to between a Selected Developer(s) and the Transmission Provider in the Selected Developer Agreement;

(ix) All publicly available information;

(x) Any information for which a RFP Respondent or Proposal Participant has provided consent to release; and

(xi) Any information the Transmission Provider is required to make publicly available pursuant to Section VIII.D.9.d of this Attachment FF.

VIII.D.9.c Use of Non-Confidential Information–Post-Evaluation Report:

The Transmission Provider may use the non-confidential information of RFP Respondents and Proposal Participants to prepare the public post-evaluation selection report for a Competitive Transmission Project required by Section VIII.E.2 of this Attachment FF as is reasonably necessary to explain the basis for the Transmission Provider's selection of a Selected Developer. In all cases, the Confidential Information and non-confidential information that was not disclosed in the post-evaluation selection report or the publicly posted version of the Selected Developer Agreement shall not otherwise be disclosed by the Transmission Provider except as required by Section VIII.D.9.d of this Attachment FF.

i. Use of Selected Developer Non-Confidential Information

The Transmission Provider may use the non-confidential information of the RFP Respondent(s) and Proposal Participants whose Proposal is selected to prepare: (1) appendices for a Selected Developer Agreement memorializing the commitments and salient features of the Selected Proposal; and (2) a post-evaluation selection report that

explains the basis for the Transmission Provider's selection of the Selected Proposal pursuant to the comparative analysis required by Sections VIII.E, VIII.E.1, VIII.E.1.1, VIII.E.1.2, VIII.E.1.3, and VIII.E.1.4 of this Attachment FF to the Tariff. The Transmission Provider may use such information to the extent reasonably necessary to explain why the selection of the Selected Proposal is proper based on the comparative analysis required by the Tariff, including discussions of features of the Selected Proposal that the Transmission Provider determined to be important in selecting the Selected Proposal.

ii. Use of Non-Confidential Information of RFP Respondents and Proposal Participants whose Proposals are Not Selected

The Transmission Provider may disclose the non-confidential information of RFP Respondents and Proposal Participants whose Proposals were not selected as the Selected Proposal only to the extent reasonably necessary to explain why the selection of the Selected Proposal is proper based on the comparative analysis required by Sections VIII.E, VIII.E.1, VIII.E.1.1, VIII.E.1.2, VIII.E.1.3, and VIII.E.1.4 of this Attachment FF to the Tariff. The Transmission Provider may disclose the non-confidential information contained in Section VIII.D.9.b(i) and VIII.D.9.b(ix)-(xi) without masking the identity(ies) of the entity(ies) to whom such non-confidential information pertains. The Transmission Provider may disclose the non-confidential information contained in Section VIII.D.9.b(ii)-(viii) for RFP Respondents and Proposal Participants whose Proposals were not selected as the Selected Proposal but must mask the identities of such parties, either through aggregation or the redacting of names, as appropriate for

comparative purposes.

VIII.D.9.d Other Disclosures of Proposal Information:

The Transmission Provider will disclose any information submitted in Proposals or in response to a request for clarifications and or additional information, whether confidential or non-confidential, that it is otherwise required by or subject to another Tariff provision, Commission rule or order, or court order, as ordered by state or federal agencies, as reasonably deemed by the Transmission Provider is required to be disclosed in connection with a dispute between the Transmission Provider and the entity or entities to which such confidential information pertains, or the defense of litigation or a dispute. In addition, the Transmission Provider may disclose confidential information contained in the Selected Proposal in filings before the Federal Energy Regulatory Commission to the extent necessary to explain or enforce commitments made in a Selected Developer Agreement provided that the Transmission Provider, consistent 18 C.F.R. Section 388.112, requests that that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure.

The Transmission Provider may disclose confidential or non-confidential information submitted in Proposals or in response to a request for clarifications and/or additional information to Federal Energy Regulatory Commission staff to the extent necessary to discuss the Transmission Provider's implementation of the Competitive Developer Selection Process without first obtaining an order provided that the Transmission Provider: (1) clearly communicates the confidential nature of the information shared; and (2) consistent with 18 C.F.R. Section 388.112, requests that the

information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure.

VIII.D.10. Proposal Validation – Review for Completeness:

The Transmission Provider will review each submitted Proposal for completeness and validate whether the RFP Respondent(s) is/are listed as a Qualified Transmission Developer. Within thirty (30) Calendar Days of the Proposal Submission Deadline, the Transmission Provider will notify each RFP Respondent if the Transmission Provider identifies that their Proposal is incomplete. Except when any of the RFP Respondents involved in a Proposal were not listed as a Qualified Transmission Developer on the date the Proposal was submitted, the RFP Respondent(s) will have a single Proposal Cure Period set for by the Transmission Provider of not less than ten (10) Business Days from the date of such notification to submit the requested information to cure any deficiencies in their Proposal. Proposals that are not complete at the end of the Proposal Cure Period will be deemed invalid and will not be evaluated or considered further by the Transmission Provider. Such Proposals will be refunded ninety percent (90%) of the initial proposal deposit specified in Section V.III.D.2 of Attachment FF of the Tariff, if such initial proposal deposit was submitted to the Transmission Provider. Proposals that include a RFP Respondent that was not listed as a Qualified Transmission Developer on the date the Proposal was submitted will also be deemed invalid and will not be evaluated or considered further by the Transmission Provider. The Transmission Provider will provide a written explanation to RFP Respondents identifying why the Proposal has been disqualified.

VIII.D.11. Posting List of RFP Respondents and Proposals Participants:

The Transmission Provider will post a list of the RFP Respondents and Proposal

Participants that submitted completed Proposals in response to an issued RFP on its website after the end of the Proposal Cure Period.

VIII.D.12. RFP Respondent's Qualified Transmission Developer status:

RFP Respondents are required to maintain their status as a Qualified Transmission Developer throughout the duration of the Competitive Developer Selection Process. In the event that the Transmission Provider determines that a RFP Respondent has ceased to be a Qualified Transmission Developer, the Transmission Provider shall send a written notice of such fact to the RFP Respondent, which notice shall state the reason(s) for loss of Qualified Transmission Developer status. The RFP Respondent shall have thirty (30) Calendar Days from the Transmission Provider's notification of loss of Qualified Transmission Developer status to remove the grounds for such loss of status. Any Proposal involving a RFP Respondent that ceases to be a Qualified Transmission Developer will be deemed invalid and will not be evaluated or considered further by the Transmission Provider if such failure remains uncured more than thirty (30) Calendar Days from the date of the notice to the RFP Respondent. A Proposal shall not be deemed invalid if the RFP Respondent cures the loss of Qualified Transmission Developer status within the thirty (30) Calendar Day period. If one or more RFP Respondents who have submitted a Joint-Developer Proposal pursuant to Section VIII.D.4.2 is disqualified after the cure period, the Joint-Developer Proposal shall be disqualified unless all of the RFP Respondents have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal. If all RFP Respondents submitting a Joint Developer Proposal have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, then the remaining RFP Respondents shall

assume the obligations of the RFP Respondent that has failed to cure a loss of Qualified Transmission Developer status and the Joint-Developer Proposal shall not be disqualified. The Transmission Provider will provide a written explanation to RFP Respondents identifying why the Proposal has been disqualified or, in the event that all RFP Respondents involved in a Joint-Developer Proposal have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, stating that the remaining RFP Respondents must assume the obligations of the RFP Respondent that has lost its Qualified Transmission Developer status.

VIII.E. EVALUATION OF PROPOSALS

The Transmission Provider will have one hundred and sixty-five (165) Calendar Days from the Proposal Submission Deadline to evaluate all completed Proposals. Only those Proposals that were submitted prior to the Proposal Submission Deadline and cured of any deficiencies pursuant to Section VIII.D.10 of Attachment FF of the Tariff and otherwise have not been withdrawn or deemed invalid will be evaluated by the Transmission Provider based on a comparative analysis using the evaluation criteria below and as further described in the Business Practices Manuals and applicable RFP. Specific methods used to evaluate various aspects of a Proposal shall be described in the Business Practices Manuals. This comparative analysis evaluation will be conducted by Transmission Provider and/or independent consultants competent in the areas of finance, transmission facility design, transmission project implementation, and transmission operations, maintenance, repair, and replacement. In conducting the comparative analysis evaluation of Proposals, the Transmission Provider and any independent expert consultants will be overseen by the Competitive Transmission Executive

Committee, which will have the exclusive and final authority to determine Selected Proposal. The Transmission Provider may decline to accept any or all Proposals that do not meet the Tariff's requirements for the project classification in question or will not sufficiently address the Transmission Issue(s) the RFP was intended to address. If no Proposals are received from Qualified Transmission Developers or selected by the Transmission Provider, the Competitive Transmission Project may be cancelled or assigned to the applicable Member(s), as defined below:

(a) Ownership and the responsibility to construct facilities which are connected to a single Member's system belong to that Member;

(b) Ownership and the responsibilities to construct facilities which are connected between two (2) or more Members' facilities belong equally to each Member, unless such Members otherwise agree; and

(c) Ownership and the responsibility to construct facilities which are connected between a Member(s)' system and a system or systems that are not part of the Transmission Provider belong to such Members(s) unless the Member(s) and the non-Transmission Provider party or parties otherwise agree.

VIII.E.1. Proposal Evaluation Criteria:

In evaluating Proposals, the Transmission Provider will consider the following general aspects and weighting for each Competitive Transmission Project evaluated:

(a) Competitive Transmission Line Projects:

The following weights will be applied to Competitive Transmission

Projects containing only Competitive Transmission Line Facilities:

(i) Cost and reasonably descriptive facility design quality: 30%

(ii) Project implementation capabilities: 35%

(iii) Operations, maintenance, repair, and replacement capabilities: 30%

(iv) Transmission Provider planning process participations: 5%

(b) Competitive Substation Projects:

The following weights will be applied to Competitive Transmission Projects containing only Competitive Substation Facilities:

(i) Cost and reasonably descriptive facility design quality: 30%

(ii) Project implementation capabilities: 30%

(iii) Operations, maintenance, repair, and replacement capabilities: 35%

(iv) Transmission Provider planning process participations: 5%

(c) Mixed Competitive Transmission Facility Projects:

The following weights will be applied to Competitive Transmission Projects containing both Competitive Transmission Line Facilities and Competitive Substation Facilities:

(i) Cost and reasonably descriptive facility design quality: 35%

(ii) Project implementation capabilities: 30%

(iii) Operations, maintenance, repair, and replacement capabilities: 30%

(iv) Transmission Provider planning process participations: 5%

VIII.E.1.1. Cost and Reasonably Descriptive Facility Design:

When considering cost and reasonably descriptive facility design quality, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the following:

(a) Estimated project cost;

(i) Estimated project cost(s), as set forth in Section VIII.D.5.3 of this Attachment FF; and

(ii) Cost estimate rigor, which shall include financial assumptions and supporting information to clearly demonstrate a thorough analysis in support of the cost estimate.

(b) Estimated annual transmission revenue requirement:

(i) The estimated annual transmission revenue requirement(s), as described in Section VIII.D.5.4 of this Attachment FF; and

(ii) Estimated annual transmission revenue requirement rigor, which shall include financial assumptions and supporting information to clearly demonstrate a thorough analysis in

support of the estimated annual transmission revenue requirement.

(c) Cost Containment

(i) Binding cost containment measures as described in Section VIII.D.5.5 of this Attachment FF if a Proposal contains any such measures relating to the estimated project cost; and

(ii) Binding cost containment measures as described in Section VIII.D.5.5 of this Attachment FF if a Proposal contains any such measures relating to the estimated annual transmission revenue requirement(s).

(d) Electrical design:

(i) Reasonably descriptive facility electrical design quality; and

(ii) Reasonably descriptive facility electrical design rigor, which shall include facility studies performed and other specific supporting data that clearly documents and supports consideration and attention given to the proposed reasonably descriptive facility electrical designs. For reasonably descriptive facility electrical design, the Transmission Provider shall consider the items set forth in Sections VIII.D.5.7.1 through VII.D.5.7.3 of this Attachment FF, as each is applicable to the electrical design

of Competitive Transmission Facilities discussed in the Proposal.

(e) Structural design:

(i) Reasonably descriptive facility structural design quality; and

(ii) Reasonably descriptive facility structural design rigor, which shall include facility studies performed and other specific supporting data that clearly documents and supports consideration and attention given to the proposed reasonably descriptive facility structural designs. For reasonably descriptive facility structural design, the Transmission Provider shall consider the items set forth in Sections VIII.D.5.7.1 through VII.D.5.7.3 of this Attachment FF, as each is applicable to the structural design of Competitive Transmission Facilities discussed in the Proposal.

VIII.E.1.2. Project Implementation Capabilities:

When considering project implementation capabilities, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the existing and/or planned capabilities, competencies, previous applicable experience and demonstrated ability, and processes regarding the following project implementation categories relative to the locations and jurisdictions where the

Competitive Transmission Facilities associated with the Competitive Transmission Project are to be located, including:

(a) Project schedule and management:

(i) Project implementation schedule, as required by Section VIII.D.5.2 of this Attachment FF; and

(ii) Project management.

(b) Regulatory permitting, and route/site evaluation:

(i) Regulatory permitting;

(ii) Route and site evaluation; and

(iii) Right of way and land acquisition.

(c) Construction;

(i) Engineering and surveying;

(ii) Material procurement;

(iii) Facility construction; and

(iv) Final facility commissioning.

(d) Financing and capital resource plan;

(i) The information and documentation from the detailed financing plan required by Sections VIII.D.5.6(1)-(7) of this Attachment FF; and

(e) Safety, as described in Section VIII.D.5.9(h) of this Attachment FF.

VIII.E.1.3. Operations, Maintenance, Repair, and Replacement Capabilities:

When considering operations, maintenance, repair and replacement capabilities, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the existing and/or planned capabilities, competencies, and processes regarding the following operations and maintenance categories relative to the locations and jurisdictions where the Competitive Transmission Facilities associated with the Competitive Transmission Project are to be located:

(a) Normal operations:

(i) Real-time operations monitoring and control;

(ii) Switching; and

(iii) Plan for incorporating the Competitive Transmission Facilities into a Local Balancing Authority Area as required by Section VIII.D.5.9.1 of this Attachment FF.

(b) Non-normal operations:

(i) Forced outage response;

(ii) Emergency repair; and

(iii) Capabilities to perform major facility replacements or rebuilds required to restore the Competitive Transmission Facilities as a result of catastrophic destruction, as required by Section VIII.D.5.9(g) of this Attachment FF.

(c) Maintenance activities:

(i) Spare parts;

(ii) Preventative and/or predictive maintenance and testing; and

(iii) Capabilities to perform major facility replacements or rebuilds required as a result of natural aging through normal wear and tear, as required by Section VIII.D.5.9(g) of this Attachment FF.

(d) Financial capabilities and strategy

(i) Financial capabilities and strategy to facilitate major facility replacements or rebuilds required to restore the Competitive Transmission Facilities as a result of catastrophic destruction, as required by Section VIII.D.5.6(8) of this Attachment FF; and

(ii) Financial capabilities and strategy to facilitate major facility replacements or rebuilds required as a result of normal wear and tear, as required by Section VIII.D.5.6(8) of this Attachment FF.

(e) Safety, as described in Sections VIII.D.5.9(h) of this Attachment.

VIII.E.1.4. Transmission Provider Planning Process Participation:

Within thirty (30) Calendar Days after the date, the Transmission Provider Board approves an MTEP containing a Competitive Transmission Project, MISO will publicly post a list on its website identifying the entities that have meet the requirements to earn planning participation for such Competitive Transmission Project. Such determination shall be based on relevant planning studies performed by such entities and the results supplied to the Transmission Provider

during the planning process, as well as documentation of transmission project ideas submitted by such entities to the Transmission Provider to address the same Transmission Issues being addressed by the Competitive Transmission Project for which an RFP will be issued. In evaluating Proposals, the Transmission Provider shall determine whether any RFP Respondent or Proposal Participant (including Affiliates) qualified to receive such credit. Credit shall be awarded for a Proposal where any RFP Respondent or Proposal Participant named in such Proposal, or an affiliate of either, qualifies to receive such credit.

VIII.E.2. Proposal Selection and Posting Selection Report:

The Transmission Provider will post the name of the Selected Developer(s) on its website within one hundred and sixty-five (165) Calendar Days of the Proposal Submission Deadline. Upon posting of the name of the Selected Developer(s), the obligation of RFP Respondents not named as the Selected Developer or notified that they have been designated as the Alternate Selected Developer(s) pursuant to Section VIII.H of this Attachment FF to hold their Proposals open shall cease. Within thirty (30) Calendar Days after the designation of a Selected Proposal and the Selected Developer(s) for a Competitive Transmission Project, the Transmission Provider will post on its website a report in which it explains the basis for designating the Selected Proposal and Selected Developer(s) for each Competitive Transmission Project. The report will set forth the results of the comparative analysis undertaken by the Transmission Provider, the basis for Transmission Provider's decision(s), and the date(s) by which state approval(s) to construct must be achieved based upon when construction

must begin to timely meet the Transmission Issue(s) to be addressed by the Competitive Transmission Project and taking into account the project implementation schedule(s) provided by the Selected Developer(s) in its Selected Proposal.

VIII.E.3. Proposal Selection Dispute Resolution:

Any disputes regarding the developer selection will be referred to the Dispute Resolution Process under Attachment HH of this Tariff.

VIII.F. SELECTED DEVELOPER AGREEMENT

RFP Respondents identified in a Selected Proposal shall execute the *pro forma* Selected Developer Agreement, or request the submission of an unexecuted Selected Developer Agreement with the Commission, no later than sixty (60) Calendar Days after the Transmission Provider posted the name of the Selected Developer(s) on its website. Any Proposal Participant(s) identified in the Selected Proposal shall execute the Proposal Participant acknowledgement of the *pro forma* Selected Developer Agreement by the same sixty (60) Calendar Day deadline. The Selected Developer Agreement establishes the terms and conditions under which the Selected Developer will construct and implement the Competitive Transmission Facilities specified in its Selected Proposal. The Selected Developer Agreement shall be executed by the Selected Developer and the Transmission Provider, by an authorized officer or equivalent official with the authority to bind their respective organizations. The Selected Developer(s) for each Competitive Transmission Project, including where the Selected Developer is a Member, will be required to sign the Selected Developer Agreement or request it be submitted unexecuted with the Commission. All executed Selected Developer Agreements that conform to the *pro forma* template in Appendix 1 of Attachment FF of the Tariff, will be

reported to the Commission in the Transmission Provider's next Electric Quarterly Report after the executed Selected Developer Agreement becomes effective on a non-provisional basis. Any request to file the Selected Developer Agreement unexecuted shall be filed with the Commission, together with an explanation of any matters as to which the Selected Developer and the Transmission Provider disagree, as soon as practicable, but no later than fifteen (15) Calendar Days after receiving the request to file the Selected Developer Agreement unexecuted. An unexecuted Selected Developer Agreement should contain terms and conditions deemed appropriate by the Transmission Provider for the Competitive Transmission Project. If the Selected Developer and the Transmission Provider agree to proceed with design, procurement, and construction of the Competitive Transmission Project under the agreed-upon terms of the unexecuted Selected Developer Agreement, they may proceed pending Commission action.

If the Selected Developer Agreement contains information determined to be confidential pursuant to Section VIII.D.9 of Attachment FF of the Tariff, the Transmission Provider will post and/or file publicly only a redacted version of the Selected Developer Agreement.

VIII.G. OBLIGATION TO CONSTRUCT COMPETITIVE TRANSMISSION PROJECT

The Selected Developer(s) will assume the responsibility and obligation to construct the Competitive Transmission Facilities it is selected to construct. If the Selected Developer(s) is/are financially incapable of carrying out its construction responsibilities, alternate construction arrangements shall be identified. Depending on the specific circumstances, such alternate arrangements shall include solicitation of Transmission Owners to take on financial and/or construction responsibilities. If the delay in construction adversely affects the Transmission System reliability, the Transmission Provider shall coordinate with and support the affected

Transmission Owner(s) regarding any mitigation measures that may be required by the Applicable Reliability Standards.

However, in the event that a MTEP Appendix A Competitive Transmission Project approved by the Transmission Provider Board is being challenged through the Dispute Resolution process under Attachment HH of the Tariff or a court proceeding, the obligation of the Selected Developer(s) to build the specific Competitive Transmission Project (subject to required approvals) is waived until the Competitive Transmission Project emerges from the Dispute Resolution process or court proceedings as an approved Competitive Transmission Project. In the event that selection of the Selected Developer to construct a project is being challenged through the Dispute Resolution Process under Attachment HH of the Tariff, the obligation of the Selected Developer to construct the project pursuant to the Selected Developer Agreement is not waived.

VIII.H. ALTERNATE SELECTED DEVELOPER(S)

At the same time that the Transmission Provider posts the name of the Selected Developer(s) on its website, as specified in Attachment FF Section VIII.E.2, the Transmission Provider shall also notify the Alternate Selected Developer(s) that it has been selected as the Alternate Selected Developer(s). Upon this notification, each Alternate Selected Developer shall be required to hold their Proposal open for acceptance by the Transmission Provider for a period of one hundred (100) Calendar Days thereafter, unless released earlier by the Transmission Provider. The Transmission Provider shall release the Alternate Selected Developer(s) from its obligation to hold its Proposal open promptly upon the Selected Developer(s) satisfying all conditions necessary for the Selected Developer Agreement to become effective.

If a Selected Developer does not execute the Selected Developer Agreement or request that the Selected Developer Agreement be filed unexecuted, and provide the required Project Financial Security within ninety (90) Calendar Days after the Transmission Provider posted the name of the Selected Developer(s) on its website, the Transmission Provider shall proceed to designate the Alternate Selected Developer(s) as the Selected Developer(s) for the Competitive Transmission Project. Should this be required, the Transmission Provider shall notify the Alternate Selected Developer(s) and publicly announce the Alternate Selected Developer(s) as the Selected Developer(s). The Alternate Selected Developer(s) shall then be required to assume the obligations of the Selected Developer for the Competitive Transmission Project and shall have the same period of time to execute or request the unexecuted filing of the Selected Developer Agreement and provide the required Project Financial Security as the originally designated Selected Developer(s).

VIII.I OBLIGATION TO NEGOTIATE INTERCONNECTION AGREEMENTS

The Selected Developer(s) and any Transmission Owner(s) whose facilities will interconnect to the Competitive Transmission Facilities that the Selected Developer is obligated to construct shall each take commercially reasonable efforts to finalize and execute any required Transmission-to-Transmission Interconnection Agreements at least one hundred and twenty (120) calendar days before the scheduled in service date of the Competitive Transmission Project.

IX. VARIANCE ANALYSIS

After the Transmission Provider Board approves an Eligible Project for inclusion in Appendix A of the MTEP, certain circumstances or events may significantly affect the cost,

schedule, and or the ability of Selected Developers and Transmission Owners to complete and place into service the facilities comprising an Eligible Project for which they are responsible as specified in the MTEP. Under these circumstances or events, the Transmission Provider may need to perform a Variance Analysis in order to further understand the reasons for such circumstances or events and to evaluate any potential impacts that they may have on the successful completion of the Project or on the Transmission System.

IX.A. Applicability and Scope of Variance Analysis

The provisions set forth in this Section IX of Attachment FF are only applicable to Eligible Projects (and the facilities that comprise these projects) approved by the Transmission Provider Board for inclusion in Appendix A of the MTEP after December 1, 2015. These provisions become applicable upon: (i) the date the Transmission Provider Board approves the respective Eligible Project for facilities that are not Competitive Transmission Facilities; or (ii) the date the Selected Developer Agreement has been executed or filed unexecuted with the Commission for Competitive Transmission Facilities. Facilities comprising Eligible Projects shall remain subject to the provisions of Attachment FF Section IX until such facilities have been placed into service and placed under the Transmission Provider's functional control.

IX.B. Variance Analysis Governance

The Competitive Transmission Executive Committee shall have the exclusive and final authority to oversee and implement Variance Analysis, including the decision to implement any of the appropriate Variance Analysis Outcomes pursuant to Section IX.E of this Attachment FF. Such exclusive and final authority shall: (1) be subject to the Dispute Resolution provisions of Section IX.G of this Attachment FF and to Attachment HH; and (2) shall not prejudice any rights

or obligations the Transmission Provider, Selected Developer(s), and incumbent Transmission Owner(s) have to make filings before the Commission.

IX.C. Grounds for Variance Analysis

The following circumstances or events shall trigger the Transmission Provider's Variance Analysis for facilities included in an Eligible Project.

IX.C.1. Cost Increase

If the Transmission Provider determines that the estimated cost to complete an entity's portion of an approved Eligible Project (e.g. the competitively bid facilities of the Competitive Transmission Project or the facilities assigned to an incumbent Transmission Owner included in an Eligible Project(s) either has exceeded or is projected to exceed the Baseline Cost Estimate as set forth in Section IX.C.1.1 by twenty-five percent (25%)) or more, the Transmission Provider shall initiate a Variance Analysis.

The Transmission Provider will not consider any portion of cost increases under this section to the extent that the Selected Developer has agreed to internalize such costs through an accepted binding containment mechanism(s). However in the event that the accepted binding cost-containment mechanism(s) are applied and the remaining estimated cost increase still has exceeded or is projected to exceed the threshold, the Transmission Provider shall initiate a Variance Analysis.

IX.C.1.1. Baseline Cost Estimate

The Baseline Cost Estimate for an entity's portion of an Eligible

Project shall be set as follows: (i) for Competitive Transmission Facilities the Baseline Cost Estimate shall be the project cost estimate provided in the Selected Proposal as agreed to in the Selected Developer Agreement; and (ii) for the facilities assigned to an incumbent Transmission Owner included in the Eligible Project not eligible for the Competitive Transmission Process, as described in Attachment FF Section VIII.A of the Tariff, the Baseline Cost Estimate shall be the project cost estimate provided by the respective Transmission Owner through their status update provided upon achieving Milestone #2 pursuant to the Business Practices Manuals. The Baseline Cost Estimate for facilities included in an Eligible Project shall be adjusted appropriately based upon any approved change orders or as necessary based on the outcome of any Variance Analysis conducted for such facilities.

In the event that an entity's portion of an Eligible Project is reassigned pursuant to Section IX.E.3 of this Attachment FF, the Transmission Provider shall adjust the Baseline Cost Estimate to reflect the cost estimates and supporting information submitted to the Transmission Provider by the applicable Transmission Owner during Variance Analysis. The Transmission Provider shall include such information in any filing made to the Commission pursuant to Section IX.D.4.E of this Attachment FF.

IX.C.2. Schedule Delays

If the Transmission Provider determines that the in-service date of facilities included in an approved Eligible Project has been or is projected to be delayed beyond the in-service date as established in MTEP Appendix A, the Transmission Provider shall meet with the Selected Developer(s), incumbent Transmission Owner(s), if applicable, interconnecting Transmission Owner(s), and any entities responsible for facilities to which the delayed facilities interconnect to discuss whether such delay creates a significant risk of one or more NERC reliability standards violations as well as any other material issues, including service obligations, economic or public policy needs that may be jeopardized as a result of the delay. If any such issues are identified, the Transmission Provider shall, in consultation with these entities, develop a plan, as necessary, to address potential NERC reliability standards violations as well as any other issues that may be of material concern arising from the delay of the transmission facilities.

If the potential NERC reliability standards violations, or other issues of material concern, cannot be adequately addressed by the entity responsible for constructing the delayed facilities, the Transmission Provider will take appropriate action; including but not limited to, determining that Reassignment is necessary to complete the transmission solution as set forth in Section IX.E.3 of this Attachment FF.

IX.C.3. Default under the Selected Developer Agreement

If the Transmission Provider determines that a Selected Developer is in

Default under a Selected Developer Agreement for an Eligible Project pursuant to the terms thereof.

IX.C.4 Inability to Complete Facilities

If the Transmission Provider makes a determination that a Selected Developer or an incumbent Transmission Owner will be unable to complete facilities for which it has been designated to construct; where such determination may be based on, but is not limited to the following:

a. A Selected Developer's or an incumbent Transmission Owner's inability to secure necessary approvals, permits, certificates, financing, resources, needed expertise and/or third party support identified in the Selected Proposal, property rights, rights of way, or is otherwise unable or unlikely to construct the facilities;

b. A Selected Developer's or an incumbent Transmission Owner's notification to the Transmission Provider that it is unable or unwilling to proceed with construction of its facilities for which it has been designated to construct;

c. A Selected Developer or an incumbent Transmission Owner's abandonment of the facilities it has been designated to construct;

d. A determination by the Transmission Provider that a Selected Developer is no longer a Qualified Transmission Developer; and

e. A determination by the Transmission Provider that reassignment is necessary pursuant to Section IX.E.3 of this Attachment FF.

In selecting the appropriate Variance Analysis Outcome to apply where the Transmission Provider has determined that a Selected Developer or an incumbent Transmission Owner will be unable to complete the facilities for which it has been designated to construct, the Transmission Provider will consider, but is not limited to considering the following, in addition to the general factors set forth in Section IX.D.2.1:

(i) The reasons that the Selected Developer or the Transmission Owner was unable or was unlikely to construct the facilities;

(ii) Whether the facilities are still needed;

(iii) Whether a Mitigation Plan, as further described in Section IX.E.2 of this Attachment FF, is available that could remedy the ground(s) for Variance Analysis, including consideration of the extent to which it will cost; and

(iv) Whether reassignment, as further described in Section IX.E.3 of this Attachment FF, is available, including the impacts of reassigning the facilities to another entity.

IX.C.5 Undisclosed Assignments

If the Transmission Provider determines that the Selected Developer has assigned the Competitive Transmission Facilities, Competitive Transmission Project, or Selected Developer Agreement to an entity not disclosed in its Proposal as required by Section VIII.D.5.12 or on terms materially different than those disclosed in the Proposal, except for assignments to a Project Finance Entity pursuant to Article 14.4 of the Selected Developer Agreement.

IX.D. Variance Analysis Procedure

Variance Analysis shall commence when the Transmission Provider makes an initial determination that one or more of the grounds for Variance Analysis as described in Section IX.C of this Attachment FF exists. The Transmission Provider will adhere to the following steps, as further detailed in the applicable Business Practices Manuals, in performing a Variance Analysis:

IX.D.1. Initial Inquiry and Confirmation of Grounds for Variance Analysis

Upon making an initial determination that one or more of the grounds for Variance Analysis as described in Section IX.C of this Attachment FF exists, the Transmission Provider shall notify the applicable Selected Developer or Transmission Owner in writing that Variance Analysis has commenced, including the ground(s) for commencing Variance Analysis, and a brief description of the Transmission Provider's concerns. The applicable Selected Developer or incumbent Transmission Owner shall be provided an opportunity to be heard by the Transmission Provider and present to the Transmission Provider its position on whether the identified ground(s) for Variance Analysis exist and what outcome it believes is appropriate along with supporting facts and documentation. If the Transmission Provider determines that the ground(s) for Variance Analysis do not exist after considering the Selected Developer or Transmission Owner's response and any other relevant information, the Transmission Provider shall terminate the Variance Analysis. If the Transmission Provider continues to believe that reasonable grounds for Variance Analysis exist after considering the Selected

Developer or Transmission Owner's response and any other relevant information, the Transmission Provider shall continue to commence Variance Analysis and so notify the Selected Developer or Transmissions Owner.

IX.D.2. Determination of Variance Analysis Outcome

If the Transmission Provider continues to believe that reasonable ground(s) for Variance Analysis exists pursuant to the process described in Section IX.D.1 of this Attachment FF, the Transmission Provider shall further investigate the circumstances or events and the relevant facts surrounding the facilities identified in Section IX.D.1 above. Upon completing its investigation, the Transmission Provider shall make a determination of which Variance Analysis Outcome to apply, as described in Section IX.E of this Attachment FF. In determining which Variance Analysis Outcome to apply, the Transmission Provider shall consider the general factors set forth in Section IX.D.2.1 and the appropriate factors of Sections IX.E of this Attachment FF.

IX.D.2.1. General Factors in Variance Analysis Outcome Determination

Before deciding to impose any Variance Analysis Outcome authorized by the Tariff in Sections IX.E of this Attachment FF, the Transmission provider shall consider the following factors:

A. The causes of, or reasons for, the circumstances or events triggering Variance Analysis, including the degree of fault of the applicable Selected Developer or incumbent Transmission Owner;

B. The potential impacts to the Transmission System and the MTEP,

including potential reliability, economic, or public policy impacts;

C. The degree of completion of the Eligible Projects or facilities;

D. A comparison of the estimated costs of each outcome;

E. A comparison of the degree to which each outcome will likely result in the successful completion of or increase the ability to complete the facilities and/or Eligible Projects; and

F. A comparison of the degree to which each outcome will alleviate the ground(s) for Variance Analysis.

IX.D.3. Implementation of Variance Analysis Outcome

Upon completing the procedures detailed in Section IX.D.2 of this Attachment FF, the Transmission Provider shall perform the following as further detailed in the Business Practices Manuals:

A. Inform the applicable Selected Developer(s) or incumbent Transmission Owner and any other affected parties of the Variance Analysis Outcome in writing;

B. Post a description of the Variance Analysis Outcome and the reason(s) it was selected on the Transmission Provider's website, redacting any confidential information and or Critical Energy Infrastructure Information (CEII) as necessary. The Transmission Provider shall be authorized to publicly disclose confidential information, limited in scope to the specific information needed to explain the reason(s) Variance Analysis was triggered and why the

Transmission Provider selected the Variance Analysis Outcome for implementation;

C. Implement the Variance Analysis Outcome in coordination with the applicable Selected Developer(s), incumbent Transmission Owner(s), and any other affected parties;

D. If implementation of the Variance Analysis Outcome results in a mitigation plan to be placed into effect that alters the schedule, cost, design, or scope of a Competitive Transmission Facility, the Transmission Provider and Selected Developer shall amend the Selected Developer Agreement to include the requirements of the mitigation plan or the Transmission Provider shall file such plan with the Commission unexecuted; and

E. If implementation of the Variance Analysis Outcome results in Reassignment or Cancellation of Competitive Transmission Facilities, the Transmission Provider shall file a Notice of Termination with the Commission to terminate the Selected Developer Agreement pursuant to the provisions of the Selected Developer Agreement. In the event that the Transmission Provider files a Notice of Termination pursuant to Section IX.E of this Attachment FF or otherwise discusses confidential information in the course of administrative or judicial proceedings, the Transmission Provider may request that the information be treated

as confidential and non-public pursuant to 18 C.F.R. §1b.20 and 388.112.

IX.E. Variance Analysis Outcomes

In determining which Variance Analysis outcome to apply, the Transmission Provider shall apply the procedures specified in Section IX.D of this Attachment FF.

IX.E.1. No Action

The Transmission Provider may determine to take no action when Variance Analysis is triggered. In determining whether to take no action in Variance Analysis, the Transmission Provider will consider, but is not limited to, the following:

A. The causes of, or reasons for, the circumstances or events triggering Variance Analysis, including the degree of fault of the applicable Selected Developer or incumbent Transmission Owner;

B. The potential impacts to the Transmission System and the MTEP, including any potential reliability, economic, or public policy impacts;

C. The degree of completion of the Eligible Projects or facilities; and

D. The cost and impacts of implementing another Variance Analysis Outcome pursuant to Sections IX.E.2 through IX.E.4 of this Attachment FF as compared to taking no action.

IX.E.2. Mitigation Plan(s)

The Transmission Provider may allow a Selected Developer or incumbent Transmission Owner to alleviate the ground(s) for the Variance Analysis through a mitigation plan. If the Transmission Provider determines that a delay in the applicable facilities and/or Eligible Project's in-service date may cause the Transmission Provider or one or more Transmission Owners, Selected Developers, or non-Members to violate any Applicable Reliability Standards, the Transmission Provider shall identify the potential violation(s) and direct the impacted entities to develop a mitigation plan in coordination with the Transmission Provider. The Transmission Provider, the impacted Transmission Owners(s) and/or Selected Developers, as applicable, shall take any and all reasonable actions necessary to meet the requirements of the mitigation plan and Applicable Reliability Standards.

Mitigation plans may also be utilized to address ground(s) for Variance Analysis arising under Sections IX.C.1 through IX.C.5 that do not involve a delay of the in-service date that potentially causes violations of Applicable Reliability Standards, should the Transmission Provider determine it is appropriate. In determining whether to require a mitigation plan, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1 and IX.E.1 of this Attachment FF as well as, but not limited to:

A. The extent to which the ground(s) for Variance Analysis can be remedied through a mitigation plan, if successfully implemented,

including the extent to which cost can be restored to baseline and the required in-service date realized;

B. The willingness of the Selected Developer(s) or incumbent Transmission Owner(s) to implement the mitigation plan, including their willingness to bear the costs thereof;

C. The resources and ability of the Selected Developer(s) or incumbent Transmission Owner(s) to successfully implement the mitigation plan; and

D. Whether the Transmission Owner(s) that would receive the reassigned facilities would be better able to alleviate the ground(s) for Variance Analysis than the Selected Developer.

The mitigation measures may include, without limitation, any one or combination of the following components: (i) an updated implementation plan; (ii) an operating procedure; or (iii) alternative facilities and or projects to mitigate reliability violations. If a mitigation plan is used, the Transmission Provider and Selected Developer shall work together to amend the Selected Developer Agreement to reflect the mitigation plan. In the event that the Selected Developer or incumbent Transmission Owner refuses to execute the Transmission Provider's proposed mitigation plan or offer a substitute plan reasonably acceptable to the Transmission Provider, the Transmission Provider may elect either to file its proposed mitigation plan with the Commission unexecuted, select an alternate

Variance Analysis Outcome or, in if the Selected Developer is a signatory to the ISO Agreement, proceed thereunder.

IX.E.3. Reassignment

The Transmission Provider may determine to reassign Competitive Transmission Facilities in accordance with Section IX.E.3.1 of this Attachment FF. Reassignment shall also be proper if a Selected Developer fails to maintain its Qualified Transmission Developer status after the expiration of any applicable cure period. If a Selected Developer is the incumbent Transmission Owner whose service area is the service area for which the facilities triggering Variance Analysis are located, the Transmission Provider shall seek recourse through the ISO Agreement or FERC, as appropriate. In all other cases, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1, IX.E.1, and IX.E.2 of this Attachment FF as well as the following, in determining whether Reassignment is applied including but not limited to:

A. Whether a mitigation plan would be sufficient to alleviate the ground(s) for Variance Analysis;

B. The actions that the incumbent Transmission Owner(s), to whom the facilities would be reassigned to if the Transmission Provider selects the Reassignment Variance Analysis Outcome, would reasonably be required to take to successfully complete the facilities;

C. The incremental costs of the Reassignment Variance Analysis Outcome; and

D. The extent of any potential delay that the Reassignment Variance Analysis

Outcome may cause and any potential impacts on reliability.

If the Transmission Provider selects the Reassignment Variance Analysis Outcome, the Selected Developer(s) shall be obligated to work cooperatively and in good faith with the Transmission Provider, the incumbent Transmission Owner(s), and the affected Transmission Owner(s) and/or non-MISO transmission owners, to implement the transition.

IX.E.3.1. Procedure for Reassignment

Prior to making any determination to reassign facilities or projects, the Transmission Provider shall consult with the entity or entities to which such facilities or projects would be assigned to ascertain: (1) the willingness of such entities to develop, own, operate, and maintain such facilities or project; (2) the estimated costs submitted by such entities and the certainty of such estimates; and (3) the proposed schedule submitted by such entity or entities for developing the reassigned facilities or projects and the degree of certainty of such schedule. Reassigned facilities and or projects will be offered to the applicable Transmission Owner(s), as defined below:

A. Ownership and the responsibility to construct facilities which are connected to a single Transmission Owner's system belong to that Transmission Owner;

B. Ownership and the responsibilities to construct facilities which are connected between two (2) or more Owners' facilities belong equally to

each Transmission Owner, unless such Transmission Owners otherwise agree; and

C. Ownership and the responsibility to construct facilities which are connected between a Transmission Owner(s)' system and a system or systems that are not part of the Transmission Provider belong to such Transmission Owner(s) unless the Transmission Owner(s) and the non-Transmission Provider party or parties otherwise agree.

If the applicable Transmission Owner(s) decline to construct the reassigned facilities and or Eligible Project, the Transmission Provider will reassign, as applicable, the facilities and/or Eligible Projects through the Competitive Transmission Developer Selection Process, as described in Section VIII of Attachment FF of the Tariff.

IX.E.4. Cancellation of Facilities and or Projects

The Transmission Provider may determine to cancel Eligible Projects and/or facilities comprising such projects. In determining whether to cancel Eligible Projects or facilities, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1, IX.E.1, IX.E.2, and X.E.3 of this Attachment FF.

IX.F. Variance Analysis Confidentiality

The Transmission Provider shall not disclose to the public that a Variance Analysis has commenced until such time as it has confirmed its initial determination that a ground for Variance Analysis exists pursuant with Section IX.D.1 of this Attachment FF. Notwithstanding the preceding sentence, the Transmission Provider shall be allowed to disclose that it is commencing a Variance Analysis to third parties, including

interconnecting Transmission Owners, Selected Developers, or non-Members from whom the Transmission Provider requires information to determine whether the ground(s) for Variance Analysis exist. However, no confidential information will be disclosed when the Transmission Provider solicits information from third parties unless and to the extent such disclosure is needed to obtain information necessary to determine any potential NERC reliability standards violations, service obligation issues, and economic or public policy needs that may be jeopardized.

In the event that the Transmission Provider determines pursuant to Section IX.D.1 of this Attachment FF that ground(s) for Variance Analysis do not exist, the Transmission provider shall treat any information collected pursuant to Section IX.D.1 as Project Confidential Information. In the event that the Transmission Provider determines pursuant to IX.D.1 of this Attachment FF that ground(s) for Variance Analysis do exist, the Transmission provider shall be authorized to share Project Confidential Information with such third parties as the Transmission Provider determines are reasonably necessary in order to enable the Transmission Provider to obtain needed input and information to identify any potential system reliability impacts of Variance Analysis Outcomes, including impacts from any potential NERC reliability standards violations, service obligation issues, and economic or public policy needs that may be jeopardized. The Transmission Provider shall consult with the Selected Developer and or the incumbent Transmission Owner prior to sharing any such confidential information for the purposes of discussing reasonable confidentiality safeguards.

IX.G. Variance Analysis Dispute Resolution

All disputes by the affected Selected Developer or Transmission Owner shall be addressed in accordance with the provisions of Attachment HH, except that disputes involving the termination of a Selected Developer Agreement shall be addressed in accordance with the Dispute Resolution provisions of the Selected Developer Agreement.

IX.H Project Financial Security

The Transmission Provider may utilize Project Financial Security to cover the costs of Variance Analysis resulting from Default under the Selected Developer Agreement. In such event, the Transmission Provider may draw upon such funds after confirming that a Default exists pursuant to Section IX.D.1 of this Attachment FF. The Transmission Provider shall utilize such funds to offset any costs reasonably incurred by the Transmission Provider in performing a Variance Analysis, transitioning the Competitive Transmission Project to a new Selected Developer and/or incumbent Transmission Owner(s), and otherwise distribute such funds as determined by the Commission to cover Variance Analysis and transition costs. Costs for which Project Financial Security funds may be used include reasonable consultant fees, attorneys' fees, costs of litigation and or regulatory proceedings, and staffing costs directly attributable to taking actions under the Variance Analysis provisions of the Tariff. The Transmission Provider shall track its use of Project Financial Security and provide an informational filing to the Commission within six (6) months after the Transmission Provider concludes implementation of the selected outcome.

X. Interregional Coordination and Cost Allocation with the Southeastern Regional Transmission Planning Region

The public utility transmission providers in the Southeastern Regional Transmission Planning region ("SERTP") and the Midcontinent Independent System Operator region ("MISO") shall undertake the interregional transmission coordination and cost allocation procedures under Section X of this Attachment FF.

Where the regional transmission planning process is referenced as part of this interregional transmission coordination process the applicable regional transmission planning process for the Transmission Provider is described in Attachment FF; and is described for the SERTP in attachment K of the applicable SERTP transmission provider.

A. Interregional Transmission Coordination

1. Annual Meeting: Representatives of the SERTP and staff of the Transmission Provider will meet no less than once per year to facilitate the interregional coordination procedures described below (as applicable). Representatives of the SERTP and staff of the Transmission Provider may meet more frequently during the evaluation of interregional transmission project(s) proposed for purposes of interregional cost allocation between the SERTP and the Transmission Provider transmission planning regions.

2. Website Posting of Information on Interregional Coordination: The Transmission Provider shall utilize the regional planning website for communication of information related to these coordinated interregional transmission planning procedures. The Transmission Provider shall coordinate with the SERTP with respect to the posting of materials to the regional planning website related to the interregional coordination procedures between the SERTP

and the Transmission Provider transmission planning regions. The Transmission Provider shall, at a minimum, provide the following on the regional planning website:

a. Interregional coordination and cost allocation procedures between the SERTP and Transmission Provider;

b. Links to where stakeholders can register (if applicable/available) for the stakeholder committees or distribution lists of the SERTP;

c. Documents related to joint evaluation of interregional transmission projects; and

d. Status report on interregional transmission projects selected for purposes of interregional cost allocation between the SERTP and the Transmission Provider.

B. Model and Data Exchange

At least annually, the Transmission Provider and the SERTP shall exchange their then-current regional transmission plans including power-flow models and associated data used in the regional transmission planning processes to develop such transmission plan(s). This exchange will occur when such data is available in each of the regional transmission planning processes, typically during the first calendar quarter of each year. Additional transmission-based models and data may be exchanged between the SERTP and the Transmission Provider as necessary and if requested. For purposes of their interregional coordination activities, the Transmission Provider and SERTP will exchange only data and models used in the development of their then-current regional

transmission process and plans. This data will be posted on the pertinent regional transmission planning process' websites, consistent with the posting requirements of the respective regional transmission planning processes, and subject to the applicable treatment of confidential data and Critical Energy Infrastructure Information (CEII). The Transmission Provider shall notify SERTP of such posting.

C. Identification and Joint Evaluation of Proposed Interregional Transmission Projects

1. **Identification of Interregional Transmission Projects:** At least biennially, the Transmission Provider and the SERTP shall meet to review the respective regional transmission plans. Such plans include each region's transmission needs as prescribed by each region's planning process. This review shall occur on a mutually agreeable timetable, taking into account each region's regional transmission planning process timeline. If through this review, the Transmission Provider and the SERTP identify a potential interregional transmission project that may be more efficient or cost-effective than regional transmission projects, the Transmission Provider and the SERTP shall jointly evaluate the potential interregional transmission project pursuant to Section X.C.4.

2. Identification of Interregional Transmission Projects by Stakeholders: Stakeholders and transmission developers (pursuant to Section X.D.1) may also propose interregional transmission projects that may be more efficient or cost-

effective than regional transmission projects pursuant to the procedures in each region's regional transmission planning processes.

3. Identification of Interregional Transmission Projects by Developers: Interregional transmission projects proposed for interregional cost allocation purposes ("Interregional CAP") must be submitted in both the Transmission Provider and the SERTP regional transmission planning processes. The project submittal must satisfy the requirements of Section X.D.1 except for the benefit-to-cost ratio requirements of Section X.D.1.a.ii[3]. The submittal must identify the potential transmission project as interregional in scope and identify the Transmission Provider and the SERTP as regions in which the project is proposed to interconnect. The Transmission Provider will verify whether the submittal for the potential interregional transmission project satisfies all applicable requirements. Upon finding that the proposed interregional transmission project satisfies all such applicable requirements, the Transmission Provider will notify the SERTP. Once the potential project has been proposed through the regional transmission planning processes in both regions, and upon both regions so notifying one another that the project is eligible for consideration pursuant to their respective regional transmission planning processes, the Transmission Provider and the SERTP will jointly evaluate the proposed interregional projects pursuant to Sections X.C and X.D.

[3] A transmission developer is not responsible for determining the benefit-to-cost ratio referenced in Section X.D.1.a.ii in a project submittal. However, an interregional transmission project proposed for Interregional CAP must ultimately satisfy the benefit-to-cost ratio requirements in accordance with the provisions of Section X.D.1.a.ii and X.D.3.

4. Evaluation of Interregional Transmission Projects: The Transmission Provider and the SERTP shall act through their respective regional transmission planning processes in the joint evaluation of potential interregional transmission projects identified pursuant to Sections X.C.1 and X.C.2 to determine whether the inclusion of any potential interregional transmission projects in each region's regional transmission plan would be more efficient or cost-effective than regional projects. Such analysis shall be consistent with accepted transmission planning practices of the respective regions and the methods utilized to produce each region's respective regional transmission plan(s). The Transmission Provider will evaluate potential interregional transmission projects consistent with Section I.C.6 and Section II of Attachment FF.

5. Review of Proposed Interregional Transmission Projects: Initial coordination activities regarding potential interregional transmission projects will typically begin during the third quarter of each calendar year. The Transmission Provider and the SERTP will exchange status updates regarding interregional transmission projects that are newly proposed or that are currently under consideration as needed. These status updates will generally include, if applicable: (i) an update of the region's evaluation of the proposal(s); (ii) the latest calculation of benefits (as identified pursuant to Section X.D.2); and (iii) the anticipated timeline for future assessments.

6. Coordination of Assumptions Used in Joint Evaluation: The Transmission Provider and the SERTP will coordinate assumptions and data used in joint evaluations, as necessary, including items such as:

a. Expected timelines and milestones associated with the joint evaluation;

b. Study assumptions;

c. Models; and

d. Benefit calculations (as identified pursuant to Section X.D.2).

D. Interregional Cost Allocation: If an interregional transmission project is proposed for Interregional CAP in the SERTP and the Transmission Provider transmission planning regions, then the following cost allocation and benefits calculations, as identified pursuant to Section X.D.2, shall apply to the project:

1. Interregional Transmission Projects Proposed for Interregional Cost Allocation Purposes:

a. For a transmission project to be eligible for Interregional CAP within the SERTP and the Transmission Provider, the project must:

i. Interconnect to transmission facilities in both the SERTP and Transmission Provider regions. The facilities to which the project is proposed to interconnect may be either existing facilities or transmission projects included in the regional transmission plan that are currently under development[4]

[4] For the MISO region, "under development" refers to Appendix A projects under development approved by the

ii. Have a combined benefit-to-cost ratio of 1.25 or higher to the SERTP and Transmission Provider regions, as calculated in Section X.D.3; and

iii. Meet the threshold and qualification criteria for transmission projects potentially eligible to be included in the respective regional transmission plans for purposes of cost allocation in the Transmission Provider and the SERTP, pursuant to their respective regional transmission planning processes.

b. On a case-by-case basis, the Transmission Provider and the SERTP may consider an interregional transmission project that does not satisfy all of the criteria specified in this Section X.D.1, but that: (i) meets the threshold criteria for a project proposed to be included in the regional transmission plan for purposes of cost allocation in only one of the two regions; and (ii) would be interconnected to transmission facilities in both the SERTP and Transmission Provider regions. The facilities to which the project is proposed to interconnect may be either existing facilities or transmission projects included in the regional transmission plan that are currently under development.

c. The transmission project must be proposed for purposes of cost allocation in both the SERTP and the Transmission Provider. The project submittal must satisfy all criteria specified in the respective regional

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MISO Board of Directors.

transmission processes, including the respective timeframes for submittals proposed for cost allocation purposes. If a project is proposed by a transmission developer, the transmission developer must also satisfy the qualification criteria specified by each region.

2. **Calculation of Benefits for Interregional Transmission Projects Proposed for Interregional Cost Allocation Purposes:** The benefits used to establish the allocation of costs of a transmission project proposed for Interregional CAP between the SERTP and the Transmission Provider shall be determined as follows:

   a. Each transmission planning region, acting through its regional transmission planning process, will evaluate proposals to determine whether the proposed project(s) addresses transmission needs that are currently being addressed with projects in its regional transmission plan and, if so, which projects in the regional transmission plan could be displaced by the proposed project(s).

   b. Based upon its evaluation, each region will quantify its benefits based upon the transmission costs that each region is projected to avoid due to its transmission projects being displaced by the proposed interregional transmission project as follows:

      i. for the SERTP, the total avoided costs of projects included in the then-current regional transmission plan that would be

displaced if the proposed interregional transmission project was included; and

ii. for the Transmission Provider, the total avoided costs of projects included in the then-current regional transmission plan that would be displaced if the proposed interregional transmission project was included.

The benefits calculated pursuant to this Section X.D.2 are not necessarily the same as the benefits used for purposes of regional cost allocation.

3. Calculation of Benefit-to-Cost Ratio for an Interregional Transmission Project Proposed for Interregional CAP:

Prior to any regional benefit-to-cost ratio calculation pursuant to either regional transmission planning process, the combined interregional benefit-to-cost ratio, referenced in Section X.D.1.a, shall be calculated for an interregional transmission project proposed for Interregional CAP. Such calculation shall be performed by dividing the sum of the present value of the avoided project cost determined in accordance with Section X.D.2.b.i for the SERTP region and the present value of avoided project cost determined in accordance with Section X.D.2.b.ii for the Transmission Provider region by the present value of the proposed interregional transmission project's total project cost. The present values used in the cost calculation shall be based on a common date, comparable cost components, and the latest cost estimates used in the evaluation of the interregional transmission project. The combined

interregional benefit-to-cost ratio will be assessed in addition to, not in the place of, the SERTP's and the Transmission Provider's respective regional benefit-to-cost ratio assessment(s) (if applicable) as specified in the respective regional processes.

4. **Inclusion in Regional Transmission Plans:** An interregional transmission project proposed for Interregional CAP in the transmission planning regions of the SERTP and the Transmission Provider will be included in the respective regional transmission plans for purposes of cost allocation after:

   a. Each region has performed all evaluations, as prescribed in its regional transmission planning process, necessary for a project to be included in its regional transmission plan for purposes of cost allocation including any regional benefit-to-cost ratio calculations. Each region shall utilize the benefit calculation(s) as defined in such region's regional transmission planning process (for purposes of clarity, these benefits are not necessarily the same as the benefits determined pursuant to Section X.D.2). Each region shall utilize the cost calculation(s) as defined in such region's regional transmission planning process. The anticipated percentage allocation of costs of the interregional transmission project to each region shall be based upon the ratio of the region's benefits to the sum of the benefits, both as determined pursuant to Section X.D.2, identified for both the SERTP and the Transmission Provider.

b. Each region has obtained all approvals, as prescribed in its regional process, necessary for a project to be included in the regional transmission plan for purposes of regional cost allocation.

5. **Allocation of Costs Between the SERTP and the Transmission Provider Regions:** The cost of an interregional transmission project, selected for purposes of cost allocation in the regional transmission plans of both the SERTP and the Transmission Provider, will be allocated as follows:

   a. Each region will be allocated a portion of the interregional transmission project's costs in proportion to such region's benefit as calculated pursuant to Section X.D.2 to the sum of the benefits identified for both the SERTP and the Transmission Provider calculated pursuant to Section X.D.2.

      i. The benefits used for this determination shall be based upon the benefit calculation most recently performed – pursuant to the method described in Section X.D.2 – before each region included the project in its regional transmission plan for purposes of cost allocation and as approved by each region.

   b. Costs allocated to each region shall be further allocated within each region pursuant to the cost allocation methodology contained in its regional transmission planning process.

6. **Milestones of Required Steps Necessary to Maintain Status as Being Selected for Interregional Cost Allocation Purposes:** Once selected in the respective regional transmission plans for purposes of cost allocation, the

transmission owners in the SERTP planning region that will be allocated costs of the transmission project, the Transmission Provider, and the transmission developer(s) must mutually agree upon an acceptable development schedule including milestones by which the necessary steps to develop and construct the interregional transmission project must occur. These milestones may include (to the extent not already accomplished) obtaining all necessary rights-of-way and requisite environmental, state, and other governmental approvals and executing a mutually-agreed upon contract(s) between the applicable transmission owners in the SERTP planning region, the Transmission Provider and the transmission developer. If such critical steps are not met by the specified milestones and then afterwards maintained, then the Transmission Provider and the SERTP may remove the transmission project from the selected category in the regional transmission plans for purposes of cost allocation.

7. **Interregional Transmission Project Contractual Arrangements:** The contracts referenced in Section X.D.6 will address terms and conditions associated with the development of the proposed interregional transmission project included in the regional transmission plans for purposes of cost allocation, including but not limited to:

   a. Engineering, procurement, construction, maintenance, and operation of the proposed transmission project, including coordination responsibilities of the parties;

b. Emergency restoration and repair;

c. The specific financial terms and specific total amounts to be charged by the transmission developer of the transmission project to each beneficiary, as agreed to by the parties;

d. Creditworthiness and project security requirements;

e. Milestone reporting, including schedule of projected expenditures;

f. Reevaluation of the transmission project; and

g. Non-performance or abandonment.

8. Removal from Regional Transmission Plans: An interregional transmission project may be removed from the SERTP's or the Transmission Provider's regional transmission plan(s) for Interregional CAP: (i) if the transmission developer fails to meet developmental milestones; (ii) pursuant to the reevaluation procedures specified in the respective regional transmission planning processes; or (iii) if the project is removed from one of the region's regional transmission plans pursuant to the requirements of its regional transmission planning process.

a. The Transmission Provider shall notify the SERTP if an interregional transmission project or a portion thereof is likely to be, and/or is actually removed from its regional transmission plan.

E. **Transparency**

1. Stakeholders will have an opportunity to provide input and feedback within the respective regional transmission planning processes of the

SERTP and the Transmission Provider related to interregional transmission projects identified, analysis performed, and any determination/results. Stakeholders may participate in either or both regions' regional transmission planning processes to provide their input and feedback regarding the interregional coordination between the SERTP and the Transmission Provider.

2. The Transmission Provider shall use the existing planning stakeholder forums, such as the Planning Advisory Committee and Sub-regional Planning Meetings, to review with stakeholders the interregional activities associated with the SERTP.
3. The Transmission Provider will post a list, on the Regional Planning Website, of interregional transmission projects proposed for purposes of cost allocation in both the Transmission Provider and the SERTP regions that are not eligible for consideration because they do not satisfy the regional project threshold criteria of one or both of the regions as well as post an explanation of the thresholds the proposed interregional projects failed to satisfy.

ATTACHMENT FF-9 TO ATTACHMENT FF

LARGE LOAD TRANSMISSION CUSTOMER ATTESTATION

LARGE LOAD APPLICATION FOR LLPR

Consistent with the requirements of Attachment FF, Section I.D.1.c.iii.b.3 of the Tariff, and the Large Load Application of the Large Load Transmission Customer submitted to the Transmission Provider, the Large Load Transmission Customer acknowledges that:

(i) reliability impacts and any additional mitigations remain subject to review by the Transmission Provider through the applicable study process;

(ii) it will comply with all applicable requirements set forth in Section 37A of the Tariff and associated submission timelines for the Large Load;

(iii) it has a commercial agreement with the entity that owns the Large Load providing for Large Load Transmission Customer to procure or request Transmission Service on behalf of the Large Load; and

(iv) it does not have any requests for Transmission Service to serve the Large Load identified in current application pending with the Transmission Provider and agrees that the submission of any subsequent application for Transmission Service to serve the same Large Load shall be deemed a request to withdraw the current application. This certification shall not be construed to prevent the submission of an application for additional Transmission Service for a Large Load previously granted Transmission Service.

The signature below of the authorized officer of Large Load Transmission Customer is for the limited purpose of acknowledging and agreeing to the foregoing.

[Insert name of Company] (Large Load Transmission Customer) *(if applicable)*

Name of authorized corporate officer or equivalent official:

_____

Title: _____

Signature: _____

Date: _____

ATTACHMENT FF-10 TO ATTACHMENT FF

LARGE LOAD PROJECT REVIEW SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20___ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Large Load Transmission 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 the "Transmission Provider." Large Load Transmission Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties." Any capitalized term used herein but not defined herein shall have the meaning assigned to such term in Module A of Transmission Provider's Tariff.

RECITALS

WHEREAS, Large Load Transmission Customer seeks to obtain Transmission Service on behalf of or in order to serve a Large Load or Large Load addition to an Existing Load consistent with the Large Load Application submitted by the Large Load Transmission Customer dated _____; and

WHEREAS, Large Load Transmission Customer desires to interconnect the Large Load with the Transmission System; and

WHEREAS, Large Load Transmission Customer has requested Transmission Provider to perform studies to assess the impact interconnecting the proposed Large Load to the Transmission System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Transmission Provider's Commission-accepted Attachment FF and Module A of the Tariff.

2.0 Large Load Transmission Customer elects and Transmission Provider shall perform studies consistent with the requirements for the following type of Transmission Service or Transmission Service study processes in accordance with the Attachment FF to the Tariff, collectively referred to as the "Studies":

____ Network Integration Transmission Service (NITS)

____ Interim Network Integration Transmission Service (Interim NITS)

____ Firm Service Step Up (FSSU)

____ Optional EMT Study

3.0 The Studies shall be based on the technical information provided by the Large Load Transmission Customer in the Large Load Application. Transmission Provider reserves the right to request additional technical information from the Large Load Transmission Customer as such information may reasonably become necessary consistent with Good Utility Practice during the course of the Studies. After the Large Load Application is deemed complete by the Transmission Provider, no changes may be made to the Point(s) of Withdrawal.

4.0 The LLPR System Impact Study report shall provide the following information:

- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection, and

- preliminary description and non-binding, good faith, planning level estimated cost of facilities required to interconnect the Large Load to the Transmission System and to address the identified instability and power flow issues.

5.0 The LLPR system impact study shall provide supporting documentation, which will: (i) provide a description, estimated cost of, and schedule for required facilities to interconnect the Large Load to the Transmission System; (ii) address the instability and power flow issues identified in the LLPR System Impact Study; and (iii) document that the facilities can satisfy the applicable requirements set forth in Section 37A of the Tariff.

6.0 If the Large Load Application seeks firm service or non-firm Interim NITS through FSSU, the Transmission Provider reserves the right to request additional technical information from Large Load Transmission Customer as such information may reasonably become necessary consistent with Good Utility Practice during the course of the Studies.

7.0 The FSSU system impact study report shall include the following information:

- Identification the amount of incremental firm service that can be supported by the available transmission capacity without resulting in steady state or stability violations and the expected Service Commencement Date.
- Identification of the amount of any non-firm Interim NITS for which the Large Load Transmission Customer is eligible subject to requirements in accordance with Module B and the expected Service Commencement Date.

- Description of any transmission upgrades and other relevant assumptions required to support firm service for the incremental Load addition.

8.0 The EMT Study deliverables will be those specified in the then-current Large Load Business Practices Manual and will include, to the extent applicable, a final EMT Study report and recommended mitigations for identified violations or performance concerns.

The Optional EMT Study report shall include to the extent applicable EMT-specific recommended mitigations for identified violations or performance concerns as well as any further information specified in the Large Load Business Practices Manual.

9.0 Large Load Transmission Customer shall provide deposits in the amount and timing outlined in Section III.B of Attachment FF for the performance of the Studies. Any difference between the deposit and the actual cost of the Studies shall be paid by or refunded to the Large Load Transmission Customer, as appropriate.

10.0 Large Load Transmission Customer may request all Base Cases and work papers associated with the Large Load Application, subject to Transmission Provider provisions around acquiring Critical Energy Infrastructure Information.

11.0 Indemnity. To the extent permitted by law, each Party shall at all times indemnify, defend and hold the other Parties harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or

resulting from the other Party's performance, or non-performance of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

12.0 Limitation of Liability. Except with respect to the duties of defense and indemnity expressly provided in this Agreement, 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 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 Agreement, regardless of whether the obligation is preceded by a specific directive.

13.0 Nothing in this Agreement constitutes a representation or warranty that the Large Load Project complies with, or will obtain approval under, any reliability standard, planning criterion, regulatory requirement, or planning process.

14.0 Miscellaneous. Except as otherwise provided herein, this Agreement shall include standard miscellaneous terms including, but not limited to, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, that are consistent with regional practices, Applicable Laws and Regulations and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of Attachment FF.

IN WITNESS THEREOF, 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.

By: _____

Name: _____

Title: _____

[Insert name of Large Load Transmission Customer]

By: _____

Name: _____

Title: _____

ATTACHMENT FF-11 TO ATTACHMENT FF

LARGE LOAD PROJECT REVIEW CRITICAL ENERGY INFRASTRUCTURE INFORMATION GENERAL NON-DISCLOSURE AGREEMENT

WHEREAS, Midcontinent Independent System Operator, Inc. ("MISO") is prepared to disclose Critical Energy Infrastructure Information ("CEII") under this Critical Energy Infrastructure Information General Non-Disclosure Agreement ("NDA") to _____ ("Recipient"), an individual (employee, manager or officer) employed with _____, in connection with a legitimate need for the CEII (the "Purpose") (MISO and Recipient may be collectively referred to as "Parties" or singly as "Party");

WHEREAS, Recipient represents that he/she has a legitimate purpose for requesting the CEII pursuant to this Agreement; and,

WHEREAS, MISO and Recipient desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions - For purposes of these provisions:

   a. The term "CEII" shall include specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (1) relates details about the production, generation, transportation, transmission, or

distribution of energy; (2) could be useful to a person in planning an attack on critical infrastructure; (3) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552 (2000); and (4) does not simply give the general location of the critical infrastructure. Narratives such as the descriptions of facilities and processes are generally not CEII unless they describe specific engineering and design details of critical infrastructure.

b. The term "Recipient" means someone who has executed this NDA and is approved to receive CEII.

2. A Recipient certifies that it is his/her understanding that access to CEII is provided pursuant to the terms and restrictions of the provisions in this NDA, and that such Recipient has read the provisions and agrees to be bound by them.

3. Recipient may only discuss CEII with another Recipient of the identical CEII. A Recipient may check with MISO to determine whether another individual is a Recipient of the identical CEII.

4. A Recipient of CEII may use CEII as foundation for advice provided to others, but may not disclose CEII to another individual unless that individual is an approved Recipient of the same CEII.

5. A Recipient will not knowingly use CEII for an illegal or non-legitimate purpose.

6. All CEII shall be maintained by Recipient in a secure place. Access to those materials shall be limited to other Recipients of the identical material. Recipients may make copies of CEII, but such copies become CEII and subject to these same procedures. Recipients may make notes of CEII, which shall be treated as CEII notes if they contain CEII.

7. Recipients must return CEII to MISO or destroy CEII within fifteen days of a written request by MISO to do so, except that CEII notes may be retained in accordance with Paragraph 6, above. Within such time period, each Recipient, if requested to do so, shall also submit to MISO an affidavit stating that, to the best of his or her knowledge, all CEII has been returned or destroyed and that CEII notes have either been returned, destroyed or are being maintained by Recipient in accordance with Paragraph 6.

8. The Recipient remains bound by these provisions unless MISO rescinds the provisions or a court of competent jurisdiction finds that the information does not qualify as CEII.

9. MISO may reasonably audit the Recipient's compliance with this NDA.

10. Violation of this NDA will be reported to the Federal Energy Regulatory Commission (the "Commission") which in turn may result in criminal or civil sanctions against the Recipient.

11. I hereby certify my understanding that access to CEII is provided to me pursuant to the terms and restrictions of the above CEII provisions, that I have been given a copy of and have read the provisions, and that I agree to be bound by them. I understand that the contents of the CEII, any notes or other memoranda, or any other form of information that copies or discloses CEII shall not be disclosed to anyone other than another person who has been granted access to these same materials. I acknowledge that a violation of this NDA may result in criminal or civil sanctions, including the suspension of my ability to appear before the Commission pursuant to 18 C.F.R. § 385.2102. I agree that my compliance with this NDA is subject to reasonable audit by MISO.

By: _____

Signature _____

Print Name: _____

Title: _____

Representing: _____

Date: _____

ATTACHMENT LLL

FORM OF AGREEMENT FOR LARGE LOAD COST RECOVERY AGREEMENT

THIS COST RECOVERY AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20__, by and among _____, a [corporation/limited liability company] organized and existing under the laws of the State/Commonwealth of _____ ("Large Load Transmission Customer"), and _____, a [corporation/limited liability company] organized and existing under the laws of the State/Commonwealth of _____ [Add as needed, additional Transmission Owners in the Transmission Pricing Zone required to construct Large Load Network Upgrades for the Large Load Transmission Customer] ("Transmission Owner(s)") and Midcontinent Independent System Operator, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware ("Transmission Provider" or "MISO") to mitigate the risk of cost shifting among Transmission Customers. Large Load Transmission Customer, Transmission Owner(s), and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Transmission Provider has functional control of the operations of the Transmission System, as defined herein, and is responsible for providing Transmission Service on the Transmission System under the MISO Open Access Transmission, Energy, and Operating Reserve Markets Tariff ("Tariff"); and

WHEREAS, a Large Load Network Upgrade are those additions, modifications, and upgrades to be made to the Transmission System that are to be located inside the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load, including Transmission

Owner(s)'s system protection facilities, to accommodate the interconnection of the Large Load to the Transmission System and are additions, modifications, and upgrades the Transmission Provider, through the Large Load Project Review ("LLPR") process, has found to be necessary for the Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to the Large Load Transmission Customer; and

WHEREAS, Large Load Transmission Customer has requested Transmission Service, which is described in Exhibit A to the Agreement, through Transmission Provider's LLPR, which for purposes of this Agreement LLPR includes the Transmission Provider's Large Load Addition Resource Study process, and will take Transmission Service on behalf of the Large Load; and

WHEREAS, Transmission Owner(s) owns or operates all or a portion of the Transmission System in the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load and is required to construct Large Load Network Upgrade(s) as determined by Transmission Provider in the LLPR in order for the Transmission Provider and Transmission Owner(s) to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to Large Load Transmission Customer; and

WHEREAS, Large Load Transmission Customer, Transmission Owner(s), and Transmission Provider have agreed to enter into this Agreement for the purposes of establishing the terms and conditions by which costs associated with the Transmission Service being requested by the Large Load Transmission Customer, including the costs of Large Load Network Upgrade(s) identified in the LLPR and documented in Exhibit B to this Agreement, will be

recovered from Large Load Transmission Customer to mitigate the risk of cost shifting among Transmission Customers.

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

1. DEFINITIONS

1.1. Capitalized terms used in this Agreement that are not otherwise defined herein shall have the meaning provided in the Tariff, as may be amended from time-to-time. In the event of a difference in a defined term between this Agreement and the Tariff, the defined term in this Agreement shall control.

2. EFFECTIVE DATE AND TERM

2.1. Effective Date. This Agreement shall become effective upon execution by the Parties subject to acceptance by the Federal Energy Regulatory Commission ("Commission" or "FERC") (if applicable), or if filed unexecuted, upon the date specified by FERC ("Effective Date"). Transmission Provider shall promptly file this Agreement with FERC upon execution, if required.

2.2. Term of Agreement. Unless terminated earlier by mutual consent of the Parties, the term of this Agreement begins on the Effective Date and shall continue until the earlier of twenty (20) years after the date the final Large Load Network Upgrade goes into service or the date Large Load Transmission Customer has satisfied in full its Total Required Revenue Commitment, which is described in Section 3 and its payment obligations pursuant to Section 3.4, as applicable.

2.3. Survival. Expiration of this Agreement does not affect any accrued payment obligations, final cost reconciliation, ownership of the Large Load Network

Upgrade(s), or provisions that expressly or by their nature survive the termination or expiration of this Agreement.

3. LARGE LOAD TRANSMISSION CUSTOMER PAYMENT OBLIGATIONS.

3.1. Notwithstanding any provision herein, Large Load Transmission Customer shall be responsible for the timely payment of all applicable Transmission Service charges incurred for taking Transmission Service to serve the Large Load in accordance with the Tariff.

3.2. In addition to any amounts owing pursuant to Section 3.1 hereof, Large Load Transmission Customer shall be responsible for the costs of the Large Load Network Upgrade(s) pursuant to either Section 3.3 or Section 3.4 ("Minimum Contribution") hereof, at the Transmission Owner(s)'s sole election. The Transmission Owner(s)'s election shall be evidenced on the signature page of this Agreement.

3.3. Transmission Owner(s) may roll into its rates for Transmission Service the capital costs of the Large Load Network Upgrade(s) constructed to accommodate Large Load Transmission Customer's Transmission Service request and in such event, Large Load Transmission Customer shall be responsible for the costs of the Large Load Network Upgrade(s), in accordance with the terms set forth below.

3.3.1. Large Load Transmission Customer shall be responsible for its Total Required Revenue Commitment, which shall be payable on a yearly basis consistent with the Yearly Required Revenue Commitment, as set forth below.

3.3.2. The "Total Required Revenue Commitment" shall be the sum of the 20-Year Incremental Revenue Requirement ("20-Year IRR") for each Large Load Network Upgrade, the capital cost of which has been rolled into a Transmission Owner's rates. The 20-Year IRR for each Large Load Network Upgrade is the revenue requirement of the full return on and of the Large Load Network Upgrade(s) over a twenty (20)-year period, including the capital cost, return, depreciation, operations and maintenance, and taxes associated with the Large Load Network Upgrade. The 20-Year IRR on an annual basis shall be referred to as the Annual Incremental Revenue Requirement ("Annual IRR"). As stated above, the 20-Year IRR for each Large Load Network Upgrade shall be added together to derive the Total Required Revenue Commitment. The Total Required Revenue Commitment, the 20-Year IRR, and the Annual IRR shall be calculated in accordance with the formulas set forth in Exhibit C of this Agreement.

3.3.3. Initially, the Total Required Revenue Commitment will be based on the estimated costs of the Large Load Network Upgrade(s), subject to adjustment as the actual costs of the Large Load Network Upgrade(s) are determined. Adjustments to the Total Required Revenue Commitment shall be calculated within one (1) year of the in-service date of the Large Load Network Upgrade when the actual Large Load Network Upgrade capital cost is known and all costs associated with the estimated Large Load Network Upgrade have been accounted for.

3.3.4. To secure its obligations herein, Large Load Transmission Customer shall post sufficient financial security, as set forth in Section 4 hereof.

3.3.5. At the end of every calendar year following the in-service date of a Large Load Network Upgrade identified in Exhibit B of this Agreement and continuing for the term of the Agreement, the Transmission Owner, in coordination with the Transmission Provider, will determine whether Large Load Transmission Customer has satisfied its Yearly Required Revenue Commitment or whether a Supplemental Payment is owed.

3.3.5.1. The "Yearly Required Revenue Commitment" is the sum of the Annual IRR for each Large Load Network Upgrade placed into service, subject to adjustment as set forth in Section 3.3.3 hereof.

3.3.5.2. In the event any Large Load Network Upgrade goes into service after the Effective Date, the Annual IRR will be prorated based on the number of months during the calendar year the Large Load Network Upgrade was in service in accordance with the formula set forth in Exhibit C to this Agreement.

3.3.5.3. The Supplemental Payment is the amount Large Load Transmission Customer must pay in addition to the amounts paid for Transmission Service under Section 3.1 to meet its Yearly Required Revenue Commitment.

3.3.5.4. If the Transmission Service revenue attributable to Large Load Transmission Customer on behalf of the Large Load during a calendar year (the Large Load Transmission Customer's "Revenue

Contribution") is less than Large Load Transmission Customer's Yearly Required Revenue Commitment, Large Load Transmission Customer shall be required to make a Supplemental Payment to the Transmission Provider in accordance with the formula set forth in Exhibit D to this Agreement.

3.3.5.5. If the Large Load Transmission Customer's Revenue Contribution is equal to or greater than Large Load Transmission Customer's Yearly Required Revenue Commitment, Large Load Transmission Customer shall not be required to make a Supplemental Payment to the Transmission Provider.

3.3.5.6. Within ninety (90) days after the end of every calendar year during the term of this Agreement, the Transmission Provider shall issue an invoice to Large Load Transmission Customer indicating the amount of the Supplemental Payment due, if any, in accordance with the provisions of Section 7 of the MISO Tariff and Business Practice Manuals.

3.3.5.7. Large Load Transmission Customer shall be required to pay the Supplemental Payment due to the Transmission Provider in accordance with the provisions of Section 7 of the MISO Tariff applicable to Transmission Customers.

3.3.5.8. Transmission Provider shall allocate the Supplemental Payment it receives to each Transmission Owner in proportion to their respective Annual IRRs included in the Yearly Required Revenue

Commitment. Any Supplemental Payment allocated to a Transmission Owner shall be treated as a revenue credit against the revenue requirement for such Transmission Owner.

3.3.5.9. Each applicable Transmission Owner shall include a workpaper in the Transmission Owner's annual informational filing detailing the crediting of any Supplemental Payments.

3.4. Transmission Owner(s) may directly assign the costs of the Large Load Network Upgrade(s) to Large Load Transmission Customer and in such event, Large Load Transmission Customer shall be responsible for said costs, in accordance with the terms set forth below.

3.4.1. Large Load Transmission Customer shall be responsible for the costs incurred by Transmission Owner related to the Large Load Network Upgrade(s) on a direct assignment basis, with payments due as specified in a separate agreement between Transmission Owner and Large Load Transmission Customer to be filed with the Commission. Large Load Transmission Customer shall post sufficient financial security to cover the costs of the Large Load Network Upgrade(s), as set forth in Section 4 hereof.

3.4.2. Transmission Owner shall not recover the costs of the Large Load Network Upgrade(s) directly assigned to Large Load Transmission Customer from other Transmission Customers. Where Transmission Owner and Large Load Transmission Customer reflect the same entity, the

foregoing Transmission Owner obligation shall satisfy Large Load Transmission Customer's obligations under Section 3.4.1 hereof.

3.4.2.1. Transmission Owner shall include a workpaper in the Transmission Owner's annual informational filing detailing how the Large Load Network Upgrade(s) are not recovered from other Transmission Customers.

4. SECURITY REQUIREMENTS.

4.1. Large Load Transmission Customer shall provide each Transmission Owner with security in the form of irrevocable security reasonably acceptable to each Transmission Owner (for example, a letter of credit, surety bond, or parent guaranty) in an amount equal to the estimated capital cost of the Large Load Network Upgrade(s), which shall be adjusted as actual Large Load Network Upgrade capital costs are known ("Required Security").

4.2. Large Load Transmission Customer shall provide the initial Required Security within the later of: (a) forty-five (45) Calendar Days of the execution of this Agreement by all Parties; (b) forty-five (45) Calendar Days of the acceptance of this Agreement by FERC if this Agreement is filed unexecuted or as a non-conforming agreement and the Security is being protested by Large Load Transmission Customer; or (c) forty-five (45) Calendar Days of the date of filing of this Agreement if it is filed unexecuted or as a non-conforming agreement and the Required Security is not being protested by Large Load Transmission Customer. The Parties may agree to proceed with design, procurement, and construction of the Large Load Network Upgrade(s) pending FERC action if the

Agreement is filed unexecuted. Failure to provide the Required Security within the above timeframe will result in the Large Load Application being immediately withdrawn.

4.2.1. Upon Transmission Owner's request, Transmission Owner and Large Load Transmission Customer will enter into a separate agreement regarding the design, procurement, construction and installation of the Large Load Network Upgrade(s) ("Large Load Network Upgrade Construction Agreement"), which will be filed with the Commission. Such Large Load Network Upgrade Construction Agreement shall not relieve the Transmission Owner and Large Load Transmission Customer from the requirement to enter into this Agreement. However, if Large Load Transmission Customer provides the Required Security hereunder prior to providing the security required under the Large Load Network Upgrade Construction Agreement, the Required Security may be applied as the security for the Large Load Network Upgrade Construction Agreement if the form, terms, and provider of the Required Security provided hereunder allow it. If Large Load Transmission Customer provides the security required under the Large Load Network Upgrade Construction Agreement prior to providing the Required Security required hereunder, the security required under the Large Load Network Upgrade Construction Agreement may be applied as the Required Security if the forms, terms, and provider of the security under the Large Load Network Upgrade Construction Agreement allow it. In no event shall Large Load

Transmission Customer and Transmission Owner allow security to lapse between any Large Load Network Upgrade Construction Agreement and this Agreement. Likewise, in no event shall Large Load Transmission Customer be required to maintain concurrently the full amount of security under the Large Load Network Upgrade Construction Agreement and the Required Security under this Agreement.

4.2.2. The Required Security shall remain with each applicable Transmission Owner for the term of the Agreement. Upon Large Load Transmission Customer's written request to the Transmission Owner(s), Transmission Owner(s) may reduce the Required Security to an amount no less than Large Load Transmission Customer's remaining Minimum Contribution owing hereunder; provided that, such request shall be made no more than once a year following the in-service date of the Large Load Network Upgrade(s); provided that, any such reduction in the amount of Required Security must be evidenced to Transmission Owner in the form of a revised form of Required Security reasonably acceptable to the Transmission Owner. Transmission Owner shall not unreasonably deny Large Load Transmission Customer's request to reduce the Required Security consistent with the terms of this section.

4.3. In the event Large Load Transmission Customer fails to pay any required payment hereunder when due, Transmission Provider shall, as applicable, notify the Transmission Owner(s), and Transmission Owner shall be entitled to draw on the Required Security posted by Large Load Transmission Customer in the

amount of the missed payment(s) as well as any accrued interest charges based on the Commission's regulations at 18 C.F.R § 35.19a. If Large Load Transmission Customer fails to make its payment when due, and to the extent the Required Security has been depleted or a true-up adjustment under Section 4.1 results in an increase in the Required Security, Large Load Transmission Customer shall provide each Transmission Owner with new irrevocable security, in a form reasonably acceptable to each Transmission Owner within thirty (30) days of Transmission Owner's demand ("New Required Security" or "Required Security").

4.4. Required Security shall remain in place until the termination or expiration of this Agreement. Any Required Security provided by Large Load Transmission Customer must be kept active, must continue to meet Transmission Owner(s)'s Required Security requirements and must be available to each Transmission Owner for the purpose of making payments under this Agreement in the event that Large Load Transmission Customer fails to make such payments. Any fees or costs associated with the provision of the Required Security are the responsibility of Large Load Transmission Customer.

4.5. The security obligations stated in this Section 4 are in addition to Large Load Transmission Customer's obligation to provide security and comply with security and collateral requirements for Transmission Service under the MISO Tariff.

4.6. Large Load Transmission Customer acknowledges that accelerated payments related to the Large Load Network Upgrade(s) constructed under a separate agreement could be subject to tax gross-up, as applicable, upon Large Load

Transmission Customer's default under this Agreement and that the Required Security provided hereunder could be used to cover such obligations.

5. BREACH, DEFAULT, AND CROSS-DEFAULT

5.1. General: Upon a breach under this Agreement, the non-breaching Parties shall give written notice of such breach to the breaching Party with a copy to all non-breaching Parties. Unless otherwise specified herein, the breaching Party shall have thirty (30) Calendar Days from receipt of the notice of breach within which to cure such breach; 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 5.1 hereof, the breaching Party shall be in default under this Agreement.

5.2. Large Load Transmission Customer Default: Large Load Transmission Customer shall be in default of this Agreement if Large Load Transmission Customer: (i) fails to make any payment hereunder when due; provided that, the non-breaching Parties have given Large Load Transmission Customer notice of, and Large Load Transmission Customer has failed to cure, such late payment consistent with Section 5.1 hereof; (ii) fails to provide New Required Security when due; (iii) terminates its Transmission Service on behalf of the Large Load prior to the end of the term of this Agreement; (iv) is declared to be in default under its Transmission Service Agreement; or (v) otherwise fails to perform any material term or condition of this Agreement. In the event of default, Large Load Transmission Customer shall promptly pay any remaining amounts still owed under this Agreement. If Large Load Transmission Customer does not promptly

pay all amounts due and owing under this Agreement, any unpaid Transmission Owner(s) may draw on the remaining balance of the Required Security. This payment or draw on the Required Security does not limit any and all rights and remedies available to the non-defaulting Parties allowed by law with respect to such default or collecting all amounts owed under this Agreement. Large Load Transmission Customer shall indemnify non-defaulting Parties for reasonable costs, attorney fees and/or expenses incurred with respect to a default or collecting all amounts owed, including, as applicable, any tax gross-up obligations under this Agreement.

5.3. Transmission Owner Default: Transmission Owner shall be in default of this Agreement if: (1) it fails to provide Large Load Transmission Customer with any of the information access and audit rights provided in this Agreement; (2) such failure is not cured following notice from Large Load Transmission Customer or Transmission Provider as provided in Section 5.1 hereof; and (3) such failure has a material adverse effect on Large Load Transmission Customer's ability to perform under this Agreement.

5.4. Cross Default: This Agreement is a requirement for receiving Transmission Service under the Tariff when Large Load Network Upgrade(s) are identified by the Transmission Provider in the LLPR, as set forth in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, a breach by Large Load Transmission Customer of any provision, covenant or other term or condition contained in the Large Load Transmission Customer's Transmission Service Agreement referenced in the recitals to this Agreement with respect to the

Large Load, a Large Load Network Upgrade Construction Agreement, or an agreement entered into pursuant to Section 3.4 hereunder shall be considered a breach under this Agreement. Likewise, an event of default by Large Load Transmission Customer hereunder shall, after the passage of all applicable notice and cure or grace periods, be considered a default under the Large Load Transmission Customer's Transmission Service Agreement, a Large Load Network Upgrade Construction Agreement or an agreement entered into pursuant to Section 3.4 hereunder. Transmission Owner and Transmission Provider 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 Agreement, the Transmission Service Agreement, any Large Load Network Upgrade Construction Agreement and any agreement entered into pursuant to Section 3.4 hereunder by reason of a breach or default.

5.5. In the event of a default under Large Load Transmission Customer's Transmission Service Agreement, Transmission Provider shall provide prompt notice of such default to all affected Transmission Owner(s).

5.6. If Transmission Owner(s) draws on the remaining balance of the Required Security, Transmission Owner(s) will ensure that such amount is reflected in its rates in a manner that mitigates cost shifts to other Transmission Customers. Transmission Owner shall include a separate workpaper in the Transmission Owner's annual informational filing detailing how it mitigates cost shifts to other Transmission Customers.

6. ASSIGNMENT

6.1. Assignment. This Agreement shall inure to the benefit of and be binding upon each Party's successors and permitted assigns. No Party shall assign this 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 Large Load Transmission Customer shall provide Transmission Owner with Required Security as contemplated herein prior to such assignment. No assignment of this 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.

7. GENERAL

7.1. Entire Agreement: This Agreement represents the entire agreement between Parties with reference to the subject matter hereof. This Agreement may not be amended, modified, or waived other than by a written document signed by all Parties.

7.2. Confidentiality

7.2.1. 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 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. § 388.113(c). Such confidentiality will be maintained in accordance with this Section 7.2. 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.

7.2.2. Term. During the Term of Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in Section 7 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 FERC policy and regulations.

7.2.3. 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 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 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.

7.2.4. 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 Large Load Transmission Customer, or to potential purchasers or assignees of Large Load Transmission Customer, on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Section 7 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 7.2.

7.2.5. 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.

7.2.6. 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.

7.2.7. 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 Agreement or its regulatory requirements.

7.2.8. 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 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.

7.2.9. Termination of Agreement. Upon termination of this 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 7.2 shall survive such termination.

7.2.10. 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 7.2. 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 7.2, 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 7.2, 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 7.2.

7.2.11. Disclosure to FERC, its Staff or a State. Notwithstanding anything in this Section 7.2 to the contrary, and pursuant to 18 C.F.R. § 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 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 C.F.R. § 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 Agreement prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this 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 C.F.R. § 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.

7.2.12. Competitively Sensitive Information. Subject to the exception in the preceding paragraph of this Section 7.2, any information that a disclosing Party claims is competitively sensitive, commercial or financial information under this 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 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.

7.3. Audit Rights. Subject to the requirements of confidentiality under Section 7.2 of this Agreement, (1) the accounts and records related to the adjustment provided for in Section 3.3.3 shall be subject to audit for a period of twenty-four (24) months following the date of the adjustment; and (2) the accounts and records related to the determination of whether Large Load Transmission Customer satisfied its Yearly Required Revenue Commitment shall be subject to audit for a period of twelve (12) months following each year's determination in accordance with this Section 7.3. Large Load Transmission 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 7.3 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 Agreement.

7.4. Remedies. The remedies set forth in this Agreement are in addition to any other remedies that Transmission Provider may have under Section 7 of the MISO Tariff.

7.5. Regulatory Approval: This Agreement and its terms shall be subject to approval, if applicable, by the Commission. This Agreement and its terms shall also be subject to, as applicable, the Tariff.

7.6. Force Majeure: No Party shall be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, if any Party's performance under this Agreement is hindered by an event of Force Majeure, it shall make all reasonable efforts to perform its obligations under this 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, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure. Economic hardship and/or economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomic are not considered Force Majeure events.

7.6.1. Notice. The Party unable to carry out an obligation imposed on it by this Agreement due to a Force Majeure event shall notify the other Parties in

writing or verbally with subsequent notice in writing within a reasonable time after the occurrence of the cause relied on.

7.6.2. Duration of Force Majeure. Except as set forth in Section 7.6.3, no Party will be considered in Default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. A Party shall not be responsible for any non-performance or be considered in breach or Default under this Agreement due to Force Majeure. A Party shall be excused from whatever performance is affected for only the duration of the Force Majeure event and while the Party exercises Reasonable Efforts to alleviate such situation. As soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence of Force Majeure, such Party shall give prompt notice thereof to the other Parties.

7.6.3. Obligation to Make Payments. Any Party's obligation to make payments or provide security shall not be suspended by Force Majeure.

7.7. 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.

7.8. Reservation of Rights: Nothing in this 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.

7.9. Governing Law. This Agreement is governed by and shall be construed in accordance with laws of the State/Commonwealth of [_____], without regard for any principles of conflicts of laws.

7.10. 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 Agreement, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Transmission 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 Agreement, regardless of whether the obligation is preceded by a specific directive.

7.11. No Waiver. It is mutually understood that any failure by a Party or inconsistency to enforce or require the strict keeping and performance by other Party or Parties of any of the provisions of this Agreement shall not constitute a waiver of such provisions, and shall not affect or impair such provisions in any way, or the right of the first Party 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 Agreement shall not affect the validity of this Agreement as a whole or the validity or any other provisions therein.

7.12. 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 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.

7.13. Execution. This Agreement is entered into by the authorized representatives of the Transmission Provider, Transmission Owner(s), and Large Load Transmission Customer whose signatures are set forth below. Executed counterparts of this Agreement may be delivered by electronic means, such as email, by a party and the receiving party may rely on the receipt of such executed counterpart as if the original has been received.

7.14. Headings. The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and are of no significance to the interpretation or construction of this Agreement.

8. NOTICES

8.1. General. Any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party may be so given, tendered or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

Transmission Owner's Representative and Address:

Large Load Transmission Customer's Representative and Address:

Transmission Provider's Representative and Address:

SIGNATURE PAGE FOLLOWS

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

Transmission Provider

Midcontinent Independent System Operator, Inc.

By: _____

Title: _____

Date: _____

Transmission Owner electing Section 3.3 or Section 3.4 [Transmission Owner to mark election]

[Insert name of Transmission Owner]

By: _____

Title: _____

Date: _____

Large Load Transmission Customer

[Insert name of Large Load Transmission Customer]

By: _____

Title: _____

Date: _____

EXHIBITS TO LARGE LOAD COST RECOVERY AGREEMENT

Exhibit A: Requested Transmission Service of the Large Load Transmission Customer

Exhibit B: Large Load Network Upgrades with estimated capital costs

[If more than one Transmission Owner in the Transmission Pricing Zone is required to construct Large Load Network Upgrades for the Large Load Transmission Customer, list the Large Load Network Upgrades by Transmission Owner] [If the Large Load Transmission Customer is responsible for only a percentage of the Large Load Network Upgrades, identify the percentage of the estimated capital costs.]

Exhibit C: Formula for Total Required Revenue Commitment, Incremental Revenue Requirement (Annual and 20-year), and Yearly Required Revenue Commitment

Exhibit D: Formula for Determination of Supplemental Payment

EXHIBIT C

Calculation of Total Required Revenue Commitment

Transmission Owner	
Transmission Customer	
Requested MWs	
MTEP Project #	

	TOTAL REQUIRED REVENUE COMMITMENT	LLNU #1	LLNU #2	LLNU #3	Total
1	Estimated In-Service Dates of Large Load Network Upgrades				
2	Estimated Large Load Network Upgrade Costs				$0
3	20-Year Fixed Charge Rate	0.0000%	0.0000%	0.0000%	
4	Estimated Annual Incremental Revenue Requirement	$0	$0	$0	$0
5	**20-Year Incremental Revenue Requirement/Total Required Revenue Commitment**	***$0***	***$0***	***$0***	***$0***
6	Maximum Large Load Network Upgrade Recovery Period				20
7	Yearly Required Revenue Commitment After Completion of Network Upgrades				$0
8	Estimated Date for Completion of all Network Upgrades				

EXHIBIT C

Incremental Revenue Requirement of Large Load Network Upgrades Calculation

(Unpopulated Template)

7	Project Name:			
9	Description			
11	Cost Year:			
13	Estimated or Actual Cost and ISD:			
15	Rate Recovery Period:			
17	Levelized Fixed Charge Computation:			
19	LL Network Upgrade Capital Cost			$0
20	Incremental Revenue Requirement FCR		(Line 48)	0.0000%
21	Annual Incremental Revenue Requirement		(Line 19 x Line 20)	$0
22	20-Year Incremental Revenue Requirement		(Line 21 x 20)	$0
24	Fixed Charge Rate Calculation:			
26	Investment		(Line 19)	0
28	PW Federal Tax Depreciation		[Line 110, Col (f)]	0
29	Applicable federal tax rate		(Line 61)	0.00%
30	PW Federal Tax Benefit		(Line 28 x Line 29)	0
32	PW State Tax Depreciation		[Line 110, Col (g)]	0
33	Applicable state tax rate		(Line 62)	0.00%
34	PW State Tax Benefit		(Line 32 x Line 33)	0
36	PW Tax Benefit		(Line 30 + Line 34)	0
37	Present Worth Cashflow		(Line 26 - Line 36)	0
38	Revenue Conversion Factor		[1/(1 - Line 60)]	1.0000

39	Present Worth Revenue Requirement		(Line 37 x Line 38)	0
40				
41	Discount Rate per Year		(Line 76)	0.0000%
42	Recovery Period (RP)			20
43	Annualization Factor		{ i [(1+i)^RP]} / {[(1+i)^RP] -1}	0.0000%
44			(where RP is Line 42, and i is Line 41)	
45				
46	Levelized Amount		(Line 39 x Line 43)	0
47				
48	Levelized Fixed Charge Rate (FCR)		(Line 46 / Line 26)	0.0000%
49				
50	Allocation Factor for Expense		((Lines 56 + 57 + 58) / Line 55)	0.0000%
51				
52	Project Name:	0		
53				
54	Inputs from Attachment O			
55	Gross Transmission Plant - Total			
56	O&M Expense			
57	General and Common (G&C) Depreciation Expense			
58	Taxes Other than Income Taxes			
59				
60	Combined Tax Rate (Attachment O, p3, Line 21)			
61	Applicable federal tax rate			
62	Applicable state tax rate	0.00%		
63				
64	Interest (Attachment O, p4, Line 21)			
65				
66	Preferred Dividends (Attachment O, p4, Line 22)			
67				
68				

69	Capital Structure	Amount	Weight	Cost	Weighted Cost
70	(Attachment O, page 4, Lines 27-30):				
71	Long-Term Debt		0.00%	0.00%	0.0000%
72	Preferred Stock		0.00%	0.00%	0.0000%
73	Common Equity		0.00%		0.0000%
74	Capitalization	0	0.00%		0.0000%
75					
76	Discount Rate		(Line 74 - (Line 60 x Line 71))		0.0000%
77					
78					
79					

MACRS Depreciation Rates with Bonus Depreciation Option:

(a)	(b)	(c)	(d)	(e)	(f)	(g)
Year	MACRS Rates	MACRS Depr	State Depr	Present Worth Factor 1/(1+i)^n	Present Worth Federal Tax Depreciation	Present Worth State Tax Depreciation
Base	(Line 19)	$0	$0			
1	0.00%	0		1.000000	0	
Remaining Base	(Line 89-Line 90)	0.0				
1	5.00%	0	0	1.000000	0	0
2	9.50%	0	0	1.000000	0	0
3	8.55%	0	0	1.000000	0	0
4	7.70%	0	0	1.000000	0	0
5	6.93%	0	0	1.000000	0	0
6	6.23%	0	0	1.000000	0	0
7	5.90%	0	0	1.000000	0	0
8	5.90%	0	0	1.000000	0	0
9	5.91%	0	0	1.000000	0	0
10	5.90%	0	0	1.000000	0	0
11	5.91%	0	0	1.000000	0	0
12	5.90%	0	0	1.000000	0	0
13	5.91%	0	0	1.000000	0	0
14	5.90%	0	0	1.000000	0	0
15	5.91%	0	0	1.000000	0	0
16	2.95%	0	0	1.000000	0	0
	Total	0	0		0	0

Footnote:

Use line 90 if bonus depreciation is applicable

EXHIBIT D

Calculation of Supplemental Payment

Year #	Year	Average Zonal NITS Rate	Average Load per Month (MWs)	NITS Revenue Contribution	Yearly Required Revenue Commitment	NITS Revenue Contribution less Yearly Required Rev Com	Supplemental Payment
-	(1)	(2)	(3)	(4)	(5)	(6)	(7)
		Monthly Calculation	Monthly Calculation	(2 x 3)	As Calculated	(4-5)	(-6)
1		$0	0	$0	$0	$0	**$0**
2		$0	0	$0	$0	$0	**$0**
3		$0	0	$0	$0	$0	**$0**
4		$0	0	$0	$0	$0	**$0**
5		$0	0	$0	$0	$0	**$0**
6		$0	0	$0	$0	$0	**$0**
7		$0	0	$0	$0	$0	**$0**
8		$0	0	$0	$0	$0	**$0**
9		$0	0	$0	$0	$0	**$0**
10		$0	0	$0	$0	$0	**$0**
11		$0	0	$0	$0	$0	**$0**
12		$0	0	$0	$0	$0	**$0**
13		$0	0	$0	$0	$0	**$0**
14		$0	0	$0	$0	$0	**$0**
15		$0	0	$0	$0	$0	**$0**
16		$0	0	$0	$0	$0	**$0**
17		$0	0	$0	$0	$0	**$0**

18	$0	0	$0	$0	$0	**$0**
19	$0	0	$0	$0	$0	**$0**
20	$0	0	$0	$0	$0	**$0**

ATTACHMENT MMM

FORM OF AGREEMENT FOR LARGE LOAD IMPACTED TRANSMISSION OWNER COST RECOVERY AGREEMENT

This Large Load Impacted Transmission Owner Cost Recovery Agreement ("Agreement") dated _____, _____, is entered into by and between _____, [corporation/limited liability company] organized under the laws of the State/Commonwealth of _____ ("Large Load Transmission Customer"), and _____, a [corporation/limited liability company] organized and existing under the laws of the State/Commonwealth of _____ ("Transmission Owner"), and Midcontinent Independent System Operator, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware ("Transmission Provider" or "MISO") to compensate the Transmission Owner for the Impacted Transmission Owner Large Load Network Upgrade(s) ("ITO-Large Load Network Upgrade(s)") necessary for Transmission Provider and Transmission Owner to operate and maintain the transmission system in a safe and reliable manner and provide Transmission Service to Large Load Transmission Customer. The ITO-Large Load Network Upgrade(s) are listed in Exhibit I of this Agreement. Large Load Transmission Customer, Transmission Owner, and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties".

WHEREAS, Transmission Provider has functional control of the operations of the Transmission System, as defined herein, and is responsible for providing Transmission Service on the Transmission System under the MISO Open Access Transmission, Energy, and Operating Reserve Markets Tariff ("Tariff"); and

WHEREAS, ITO-Large Load Network Upgrade(s) are those additions, modifications, and upgrades to be made to the Transmission System that are located outside of the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load, including the Transmission Owner's system protection facilities, to accommodate the interconnection of the Large Load to the Transmission System and are additions, modifications, and upgrades the Transmission Provider, through the Large Load Project Review ("LLPR") process, has found to be necessary for Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to Large Load Transmission Customer;

WHEREAS, Large Load Transmission Customer has requested Transmission Service through Transmission Provider's LLPR, which for purposes of this Agreement includes the Transmission Provider's Large Load Addition Resource Study Process ("LARS"), and will take Transmission Service on behalf of the Large Load; and

WHEREAS, Transmission Owner owns or operates all or a portion of the Transmission System outside of the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load and is required to construct ITO-Large Load Network Upgrade(s) as determined by Transmission Provider in the LLPR in order for the Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to Large Load Transmission Customer; and

WHEREAS, Large Load Transmission Customer, Transmission Owner, and Transmission Provider have agreed to enter into this Agreement for the purposes of establishing the terms and conditions by which costs associated with the ITO-Large Load Network Upgrade(s) identified in the LLPR and documented in Exhibit I to this Agreement will be

recovered from Large Load Transmission Customer to mitigate the risk of cost shifting among other Transmission Customers.

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 Transmission Owner shall recover from Large Load Transmission Customer costs associated with the ITO-Large Load Network Upgrade(s), under the following terms and conditions.

I. Definitions

Capitalized terms used in this Agreement that are not otherwise defined herein shall have the meaning provided in the Tariff, as may be amended from time-to-time. In the event of a difference in a defined term between this Agreement and the Tariff, the defined term in this Agreement shall control.

II. Effective Date and Term

Unless terminated earlier by mutual agreement, the effective date of this 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 Agreement shall continue, as applicable, (a) until two hundred forty (240) months of Payments (defined below) for each ITO-Large Load Network Upgrade governed by this Agreement have been collected by Transmission Provider from Large Load Transmission Customer, unless the Parties mutually agree on a different term for this Agreement or (b) Large Load Transmission Customer has satisfied its payment obligations herein ("Term").

III. ITO-Large Load Network Upgrade(s) Charge

a. Notwithstanding any provision herein, Large Load Transmission Customer shall be responsible for the timely payment of all applicable Transmission Service charges incurred for taking Transmission Service to serve the Large Load in accordance with the Tariff.

b. In addition to any amounts owing pursuant to Section III.a hereof, Large Load Transmission Customer shall be responsible for the costs of the ITO-Large Load Network Upgrade(s) pursuant to either Section IV or Section V hereof ("Minimum Contribution"), at Transmission Owner's sole election.

c. Transmission Owner's election shall be evidenced on the signature page of this Agreement.

IV. ITO-Large Load Network Upgrade(s) Charge

a. Transmission Owner may roll into its rates for Transmission Service the capital costs of the ITO-Large Load Network Upgrade(s) constructed to accommodate Large Load Transmission Customer's Transmission Service request and in such event, Large Load Transmission Customer shall be responsible for the costs of the ITO-Large Load Network Upgrade(s), in accordance with the terms set forth below.

b. Beginning with the month following notification from Transmission Owner to Large Load Transmission Customer and Transmission Provider, that ITO-Large Load Network Upgrade has been placed in service ("In-Service Date") and continuing for the Term of this Agreement, Large Load Transmission Customer shall make a payment to Transmission Provider each month in the amount of the Monthly Revenue Requirement ("Payment") for the ITO-Large Load Network

Upgrade. Alternatively, Large Load Transmission 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 ITO-Large Load Network Upgrade governed by this Agreement, and shall make annual payments equivalent to twelve (12) months of Payments for each calendar year until the first ITO-Large Load Network Upgrade under this Agreement to be placed in service has less than twelve (12) months of Payments owing in a calendar year, after which Large Load Transmission Customer shall resume making monthly Payments for each ITO-Large Load Network Upgrade. In no event shall the total amount paid by Large Load Transmission Customer to Transmission Provider for an ITO-Large Load Network Upgrade be less than the equivalent amount due if there were instead monthly Payments for the entire Term of this Agreement.

c. Each Payment shall be due and payable by the 15th day of each month ("Monthly Due Date") for the Term of this Agreement, or, if Large Load Transmission Customer elects to switch to an annual payment after the first June 1 following the In-Service Date of the last ITO-Large Load Network Upgrade, each annual Payment for the ITO-Large Load 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 ITO-Large Load Network Upgrade is placed in service, and every twelve months thereafter ("Annual Due Date") until the first ITO-Large Load Network Upgrade placed in service has less than twelve (12) months of Payments owing in a calendar year, after which Large Load Transmission Customer shall resume making monthly Payments by the 15th day of each month

until Large Load Transmission Customer has paid the equivalent of monthly Payments for each ITO-Large Load Network Upgrade under this Agreement. Transmission Owner shall provide Large Load Transmission Customer and Transmission Provider with notice each year of the change in Payment amount as a result of annual changes to Transmission Owner's Attachment O Formula Rate as described below.

d. Initial Payment(s) shall be based on the Estimated ITO-Large Load Network Upgrade Initial Capital Cost ("Initial Capital Cost") as illustrated in the table below.

Description [chart may be modified to cover more than one ITO-Large Load Network Upgrade]	**Amount**
Estimated ITO-Large Load Network Upgrade Network Upgrade ("**Initial Capital Cost**")	**$**
Revenue Requirement Levelized Fixed Charge Rate	**%**
Annual Revenue Requirement	**$**
Monthly Revenue Requirement ("**Payment**")	**$**

e. The Payment by Large Load Transmission Customer to Transmission Provider for the ITO-Large Load Network Upgrade(s) shall be updated by the Transmission Owner as the specific ITO-Large Load Network Upgrade(s) identified in the above table and otherwise subject to this 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 II of this Agreement and rounded to the nearest whole dollar. The updated Formula will be applied to each respective ITO-Large Load Network Upgrade (i.e., as Exhibit II-A, II-B,

etc.). The Formula calculates the Levelized Fixed Charge Rate and Payment based on the Initial Capital Cost, the Term of this Agreement in years, and certain historic, actual data from Transmission Owner's Attachment O Formula Rate (or successor rate) under the Tariff, including: (i) Transmission Owner's Combined Tax Rate; (ii) the amounts of Transmission Owner Interest on Long Term Debt; (iii) the Long Term Debt and Common Equity balances; (iv) Transmission Owner's FERC approved Return on Equity; (v) depreciation expense; (vi) total operations and maintenance expense; (vii) general and common depreciation expense; (viii) taxes other than income taxes; and (ix) total gross transmission plant. Beginning June 1 of the first or second calendar year following the In-Service Date, as applicable based on when the Actual ITO-Large Load Network Upgrade Initial Capital Cost ("Actual Capital Cost") is determined, and each subsequent June 1 thereafter, the Payment shall be updated based on Transmission Owner's Attachment O Formula Rate using data from the previous calendar year and the Actual Capital Cost. Any adjustment to the inputs to Transmission Owner's Attachment O Formula Rate or successor rate under the Tariff used in the Formula shown in Exhibit II of this Agreement shall require a recalculation of the Formula for the period to which such adjustment applies and require revised Payment amounts and refunds or surcharges, as necessary.

f. Each Party shall make available to the other Party information necessary to verify the costs incurred by the other Party to carry out each Party's obligations and responsibilities under this Agreement, provided that the Parties shall use such

information only for purposes set forth in this Section IV and to enforce their respective rights under this Agreement.

g. Subject to the requirements of confidentiality under Section IX.b of this Agreement: (1) the accounts and records related to the design, engineering, procurement, and construction of the ITO-Large Load Network Upgrades shall be subject to audit for a period of twenty-four (24) months following the In-Service Date of each such ITO-Large Load Network Upgrade; (2) the accounts and records related to the one-time true-up adjustment provided for in paragraph (h) of this Section shall be subject to audit for a period of twenty-four (24) months following the date the true-up adjustment described in paragraph (h) of this Section IV; and (3) the accounts and records related to the annual inputs to the Formula shown in Exhibit II of this Agreement shall be subject to audit for a period of twelve (12) months following each year's Formula update in accordance with this Section IV. Large Load Transmission Customer, at its expense, shall have the right, during normal business hours, and upon prior reasonable notice to the Transmission Owner, to audit such accounts and records. Any audit authorized by this Section IV 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 Agreement.

h. A one-time true-up adjustment shall be calculated within one (1) year of the In-Service Date when the Actual Capital Cost is known, and all costs associated with the Estimated ITO-Large Load Network Upgrade Initial Capital Cost have been accounted for. The true-up adjustment will be equal to the difference between the

amount of the Payments collected to-date and what the amount of the Payments collected to-date would have been using the Actual Capital Cost. The true-up adjustment, either as a credit due or as a charge to Large Load Transmission Customer, shall be included in Large Load Transmission Customer's next due Payment, 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. Transmission Provider will invoice Large Load Transmission Customer upon determination of the true-up as provided herein.

i. Any Payment from Large Load Transmission Customer shall be treated as a revenue credit against the revenue requirement for the Transmission Owner.

j. Transmission Owner shall include a workpaper in Transmission Owner's annual informational filing detailing the crediting of any Payments.

V. ITO-Large Load Network Upgrade(s) Directly Assigned

a. Transmission Owner may directly assign the costs of ITO-Large Load Network Upgrade(s) to Large Load Transmission Customer, and in such event, Large Load Transmission Customer shall be responsible for the costs in accordance with the terms set forth below.

b. Large Load Transmission Customer shall be responsible for the costs incurred by Transmission Owner related to the ITO-Large Load Network Upgrade(s) on a direct assignment basis, with payments due as specified in a separate agreement among Transmission Owner and Large Load Transmission Customer to be filed with the Commission. Large Load Transmission Customer shall post sufficient

financial security to cover the costs of the Estimated ITO-Large Load Network Upgrade(s) Initial Capital Cost, as set forth in Section VI hereof.

c. Transmission Owner agrees that it shall not recover the costs of the ITO-Large Load Network Upgrade(s) from other Transmission Customers.

d. Transmission Owner shall include a workpaper in Transmission Owner's annual informational filing detailing how the ITO-Large Load Network Upgrade(s) are not recovered from other Transmission Customers.

e. Costs incurred by Transmission Owner are subject to adjustment as the actual costs of the Large Load Network Upgrade(s) are determined.

f. The Estimated ITO-Large Load Network Upgrade(s) Initial Capital Cost or "Initial Capital Cost" is listed in Exhibit I to this Agreement.

VI. Security

a. Large Load Transmission Customer shall provide Transmission Owner with security in the form of irrevocable security reasonably acceptable to Transmission Owner (for example, a letter of credit, surety bond, or parent guaranty) in an amount equal to the Initial Capital Cost (the "Required Security"). Unless the Parties otherwise agree, the Required Security shall be provided within the later of: (a) forty-five (45) Calendar Days of the execution of this Agreement; (b) forty-five (45) Calendar Days of the acceptance of this Agreement by FERC if this Agreement is filed unexecuted or as a non-conforming agreement and the Required Security is being protested by Large Load Transmission Customer; or (c) forty-five (45) Calendar Days of the date of filing of this Agreement if it is filed unexecuted or as a non-conforming agreement and the Required Security is

not being protested by Large Load Transmission Customer. The Parties may agree to proceed with design, procurement, and construction of the ITO-Large Load Network Upgrade(s) pending FERC action if the Agreement is filed unexecuted. Failure to provide the Required Security within the above timeframe will result in the Large Load Application being immediately withdrawn.

b. Upon Transmission Owner's request, Transmission Owner and Large Load Transmission Customer will enter into a separate agreement regarding the design, procurement, construction and installation of the ITO-Large Load Network Upgrade(s) ("ITO-Large Load Network Upgrade Construction Agreement"), which will be filed with the Commission. Such ITO-Large Load Network Upgrade Construction Agreement shall not relieve Transmission Owner and Large Load Transmission Customer from the requirement to enter into this Agreement. However, if Large Load Transmission Customer provides the Required Security required hereunder prior to providing the security required under the ITO-Large Load Network Upgrade Construction Agreement, the Required Security may be applied as the security for the ITO-Large Load Network Upgrade Construction Agreement if the form, terms, and provider of the Required Security provided hereunder allow it. If Large Load Transmission Customer provides the security required under the ITO-Large Load Network Upgrade Construction Agreement prior to providing the Required Security required hereunder, the security required under the ITO-Large Load Network Upgrade Construction Agreement may be applied as the Required Security if the forms, terms, and provider of the security under the ITO-Large Load Network

Upgrade Construction Agreement allow it. In no event shall Large Load Transmission Customer and Transmission Owner allow security to lapse between any ITO-Large Load Network Upgrade Construction Agreement and this Agreement. Likewise, in no event shall Large Load Transmission Customer be required to maintain concurrently the full amount of security under the ITO-Large Load Network Upgrade Construction Agreement and the Required Security under this Agreement.

c. The Required Security shall remain in place for the remaining months of the Term. Beginning June 1 of the first or second calendar year following the In-Service date of an ITO-Large Load Network Upgrade, as applicable, and after the Actual Capital Cost is known, and each subsequent June 1 thereafter, upon Large Load Transmission Customer's written request to Transmission Owner, Transmission Owner may reduce the Required Security to an amount no less than Large Load Transmission Customer's remaining Minimum Contribution owing hereunder; provided that, such request shall be made no more than once a year following the In-Service date of the ITO-Large Load Network Upgrade; provided that any such reduction in the amount of Required Security must be evidenced to Transmission Owner in the form of a revised form of Required Security reasonably acceptable to the Transmission Owner or as otherwise agreed by the Parties. Transmission Owner shall not unreasonably deny Large Load Transmission Customer's request to reduce Required Security under this Section.

d. In the event Large Load Transmission Customer fails to make a payment hereunder when due, Transmission Owner shall be entitled to draw on the

Required Security posted by Large Load Transmission Customer in the amount of any missed payment plus any accrued interest charges based on the Commission's regulations at 18 C.F.R. § 35.19a. If Large Load Transmission Customer fails to make payment by the due date and Required Security has been depleted, Large Load Transmission Customer shall provide Transmission Owner with new security, in a form reasonably acceptable to Transmission Owner within thirty (30) days of Transmission Owner's demand ("New Security" or "Required Security").

e. Required Security shall remain in place until expiration of this Agreement. Any Required Security provided by Large Load Transmission Customer must be kept active, must continue to meet Transmission Owner's Required Security requirements and must be available to Transmission Owner for the purpose of securing payment under this Agreement. Any fees or costs associated with the provision of Required Security are the responsibility of Large Load Transmission Customer.

f. Large Load Transmission Customer acknowledges that the construction of the ITO-Large Load Network Upgrade(s) under a separate agreement could be subject to tax gross-up, as applicable, upon Large Load Transmission Customer's default under this Agreement and that the Required Security provided hereunder could be used to cover such obligations.

VII. Breach, Default, and Cross-Default

a. General: Upon a breach under this Agreement, the non-breaching Party shall give written notice of such breach to the breaching Party. 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 VII.a or is not capable of being cured within the period provided for herein, the breaching Party shall be in default under this Agreement.

b. Customer Default: Large Load Transmission Customer shall be in default of this Agreement if Large Load Transmission Customer: (i) fails to make two (2) consecutive Payments when due or be more than sixty (60) Calendar Days late in providing an annual Payment; provided, however, that the non-breaching Parties have given Large Load Transmission Customer written notice of such breach and Large Load Transmission Customer has failed to cure such breach consistent with Section VII.a hereof; (ii) fails to provide New Security within thirty (30) Calendar Days of Transmission Owner's demand for New Security; or (iii) otherwise fails to perform any material term or condition of this Agreement. In the event of default, Large Load Transmission Customer shall promptly pay all amounts still owed under this Agreement. In the event that Large Load Transmission Customer does not promptly pay all amounts due and owing, the Transmission Owner may draw on the remaining balance of the Required Security provided by Large Load

Transmission Customer. This payment or draw on the Required Security does not limit any and all rights and remedies available to the Transmission Provider or Transmission Owner allowed by law with respect to such default or collecting all amounts owed for the remaining months due under this Agreement. Large Load Transmission Customer shall indemnify Transmission Provider or Transmission 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 Agreement. If Transmission Owner draws on the remaining balance of the Required Security, Transmission Owner will ensure that such amount is reflected in its rates in a manner that mitigates cost shifts to other Transmission Customer's. Transmission Owner shall include a workpaper in the Transmission Owner's annual informational filing detailing how it mitigates cost shifts to other Transmission Customers.

c. Transmission Owner Default: Transmission Owner shall be in default of this Agreement if: (1) it fails to provide Large Load Transmission Customer with any of the information access and audit rights provided in Section III hereof; (2) such failure is not cured following notice from Large Load Transmission Customer as provided in Section VII.a hereof; and (3) such failure has a material adverse effect on Large Load Transmission Customer's ability to perform under this Agreement.

d. Cross Default: This Agreement is a requirement for Transmission Service under the Tariff when a Transmission Owner is required to construct ITO-Large Load Network Upgrade(s) as determined by Transmission Provider in the LLPR, as set forth in this Agreement. Notwithstanding anything to the contrary contained in

this Agreement, a breach by Large Load Transmission Customer of any provision, covenant or other term or condition contained in an ITO-Large Load Network Upgrade Construction Agreement or agreement entered into pursuant to Section V hereof shall be considered a breach under this Agreement. Likewise, an event of default by Large Load Transmission Customer hereunder shall, after the passage of all applicable notice and cure or grace periods, be considered a default under any ITO-Large Load Network Upgrade Construction Agreement or agreement entered into pursuant to Section V hereof. Transmission Owner and Transmission Provider 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 Agreement, any ITO-Large Load Network Upgrade Construction Agreement, and any agreement entered into pursuant to Section V hereof by reason of a breach or default.

VIII. Assignment

This Agreement shall inure to the benefit of and be binding upon each Party's successors and permitted assigns. No Party shall assign this 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 Large Load Transmission Customer shall provide Transmission Owner with Required Security as contemplated herein. No assignment of this Agreement shall release the Required Security held under this Agreement 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. Other

a. Entire Agreement: This Agreement represents the entire agreement between Transmission Owner and Large Load Transmission Customer with reference to payment for the ITO-Large Load Network Upgrade(s) provided by Transmission Owner for Large Load Transmission Customer. This 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 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. § 388.113(c). Such confidentiality will be maintained in accordance with this Section IX.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 Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Section IX.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 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 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 Large Load Transmission Customer, or to potential purchasers or assignees of Large Load Transmission Customer, on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Section IX.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 IX.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 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 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 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 IX.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 IX.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 IX.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 IX.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 IX.b.

Disclosure to FERC, its Staff or a State. Notwithstanding anything in this Section IX.b to the contrary, and pursuant to 18 C.F.R. § 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

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 C.F.R. § 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 Agreement prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this 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 C.F.R. § 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 subparagraph of this Section IX.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 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 Agreement and its terms shall be subject to approval, if applicable, by the Commission. This Agreement and its terms shall also be subject to, as applicable, the Tariff.

d. Force Majeure:

Definition. No Party shall be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, if any Party's performance under this Agreement is hindered by an event of Force Majeure, it shall make all reasonable efforts to perform its obligations under this 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, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure. Economic hardship and/or economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomic are not considered Force Majeure events.

Notice. The Party unable to carry out an obligation imposed on it by this Agreement due to a Force Majeure event shall notify the other Parties in writing or verbally with subsequent notice in writing within a reasonable time after the occurrence of the cause relied on.

Duration. Except as set forth in this Section IX.d, no Party will be considered in Default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. A Party shall not be responsible for any non-performance or be considered in Breach or Default under this Agreement due to Force Majeure. A Party shall be excused from whatever performance is affected for only the duration of the Force Majeure event and while the Party exercises Reasonable Efforts to alleviate such situation. As soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence of Force Majeure, such Party shall give prompt notice thereof to the other Parties.

Obligation to Make Payments. Any Party's obligation to make Payments or provide security shall not be suspended by Force Majeure.

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, either Party may file any action allowed by law and this Service Agreement.

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 Agreement, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Transmission 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 Agreement, regardless of whether the obligation is preceded by a specific directive.

h. Governing Law: This Agreement is governed by and shall be construed in accordance with laws of the State/Commonwealth of [_____], without regard for any principles of conflicts of laws.

i. No Waiver: It is mutually understood that any failure by Transmission Owner or inconsistency to enforce or require the strict keeping and performance by Large Load Transmission Customer of any of the provisions of this Agreement shall not constitute a waiver by Transmission Owner of such provisions, and shall not affect or impair such provisions in any way, or the right of Transmission 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 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 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.

k. Headings. The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and are of no significance to the interpretation or construction of this Agreement.

X. Notices and Contacts

Any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party may be so given, tendered or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

Transmission Owner's Representative and Address:

Large Load Transmission Customer's Representative and Address:

Transmission Provider's Representative and Address:

SIGNATURE PAGE FOLLOWS

THIS AGREEMENT IS ENTERED INTO BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES WHOSE SIGNATURES ARE SET FORTH BELOW. EXECUTED COUNTERPARTS OF THIS 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 Agreement to be executed by their respective authorized officials.

Transmission Provider

Midcontinent Independent System Operator, Inc.

By: _____

Title: _____

Date: _____

Transmission Owner electing Section IV____ or Section V____ [Transmission Owner to mark election]
[Insert name of Transmission Owner]

By: _____

Title: _____

Date: _____

Large Load Transmission Customer

[Insert name of Large Load Transmission Customer]

By: _____

Title: _____

Date: _____

Exhibit I

ITO- Large Load Network Upgrade(s) with estimated capital costs

[If the Large Load Transmission Customer is responsible for only a percentage of the ITO-Large Load Network Upgrades, identify the percentage of the estimated capital costs.]

Exhibit II

Formula for Revenue Requirement of ITO-Large Load Network Upgrade(s)

Revenue Requirement of ITO-Large Load Network Upgrades Calculation (Unpopulated Template)

Project Name:	-	-	-	-	-	
Description	-	-	-	-	-	
Cost Year:	-	-	-	-	-	
Estimated or Actual Cost and ISD:	-	-	-	-	-	
Rate Recovery Period:	-	-	-	-	-	
Levelized Fixed Charge Computation:						
ITO-Large Load Network Upgrade Capital Cost	-	-	-	-	$0	
Revenue Requirement FCR			(Line 48)		0.0000%	
Annual Revenue Requirement			(Line 19 x Line 20)		$0	
20-Year Revenue Requirement			(Line 21 x 20)		$0	
Fixed Charge Rate Calculation:						

26	Investment				(Line 19)	0
27						
28	PW Federal Tax Depreciation				[Line 110, Col (f)]	0
29	Applicable federal tax rate				(Line 61)	0.00%
30	PW Federal Tax Benefit				(Line 28 x Line 29)	0
31						
32	PW State Tax Depreciation				[Line 110, Col (g)]	0
33	Applicable state tax rate				(Line 62)	0.00%
34	PW State Tax Benefit				(Line 32 x Line 33)	0
35						
36	PW Tax Benefit				(Line 30 + Line 34)	0
37	Present Worth Cashflow				(Line 26 - Line 36)	0
38	Revenue Conversion Factor				[1/(1 - Line 60)]	1.0000
39	Present Worth Revenue Requirement				(Line 37 x Line 38)	0
40						
41	Discount Rate per Year				(Line 76)	0.0000%
42	Recovery Period (RP)					20
43	Annualization Factor				{ i [(1+i)^RP]} / {[(1+i)^RP] -1}	0.0000%
44					(where RP is Line 42, and i is Line 41)	
45						
	Levelized					
46	Amount				(Line 39 x Line 43)	0
47						
48	Levelized Fixed Charge Rate (FCR)				(Line 46 / Line 26)	0.0000%
49						
50	Allocation Factor for Expense				((Lines 56 + 57 + 58) / Line 55)	0.0000%
51						
52	Project Name:	0	-	-	-	-	-
53						
54	Inputs from Attachment O		-	-	-	-	-
55	Gross Transmission Plant - Total		-				
56	O&M Expense		-				
57	General and Common (G&C) Depreciation Expense		-				
58	Taxes Other than Income Taxes		-				

59							
60	Combined Tax Rate (Attachment O, p3, Line 21)			-			
61	Applicable federal tax rate			-			
62	Applicable state tax rate			0.00%			
63							
64	Interest (Attachment O, p4, Line 21)			-			
65							
66	Preferred Dividends (Attachment O, p4, Line 22)			-			
67							
68							
69	Capital Structure	-	-	Amount	Weight	Cost	Weighted Cost
70	(Attachment O, page 4, Lines 27-30):						
71	Long-Term Debt			-	0.00%	0.00%	0.0000%
72	Preferred Stock			-	0.00%	0.00%	0.0000%
73	Common Equity			-	0.00%	-	0.0000%
74	Capitalization			0	0.00%		0.0000%
75							
76	Discount Rate				(Line 74 - (Line 60 x Line 71))		0.0000%
77							
78							
79							
80							
81	MACRS Depreciation Rates with Bonus Depreciation Option:				-	-	-
82							
83	(a)	(b)	(c)	(d)	(e)	(f)	(g)
84	Year	MACRS	MACRS	State	Present	Present	Present
85		Rates	Depr	Depr	Worth	Worth	Worth
86					Factor	Federal Tax	State Tax
87		-	-	-	1/(1+i)^n	Depreciation	Depreciation
88							
89	Base	(Line 19)	$0	$0			
90	1	0.00%	0		1.000000	0	
91	Remaining Base	(Line 89-Line 90)	0.0				

92							
93	1	5.00%	0	0	1.000000	0	0
94	2	9.50%	0	0	1.000000	0	0
95	3	8.55%	0	0	1.000000	0	0
96	4	7.70%	0	0	1.000000	0	0
97	5	6.93%	0	0	1.000000	0	0
98	6	6.23%	0	0	1.000000	0	0
99	7	5.90%	0	0	1.000000	0	0
100	8	5.90%	0	0	1.000000	0	0
101	9	5.91%	0	0	1.000000	0	0
102	10	5.90%	0	0	1.000000	0	0
103	11	5.91%	0	0	1.000000	0	0
104	12	5.90%	0	0	1.000000	0	0
105	13	5.91%	0	0	1.000000	0	0
106	14	5.90%	0	0	1.000000	0	0
107	15	5.91%	0	0	1.000000	0	0
108	16	2.95%	0	0	1.000000	0	0
109		-	-	-	-	-	-
110		Total	0	0		0	0
111							
112	Footnote:						
113	*Use line 90 if bonus depreciation is applicable*				-	-	-
114	-	-	-	-	-	-	-

Tab B

Balancing Authority: The responsible entity that integrates Resource plans ahead of time, maintains Load-generation balance within a Balancing Authority Area and supports the Eastern Interconnection frequency in real time.

Balancing Authority Agreement: The "Agreement Between Midwest ISO and Midwest ISO Balancing Authorities Relating to Implementation of the TEMT" which was filed October 5, 2004 in Docket Nos. ER04-691-002 and EL02-104-002, as may be amended from time to time, and is designated as FERC Electric Tariff, Rate Schedule No. 3.

Balancing Authority Area: An electric power system or combination of electric power systems bounded by interconnection metering and telemetering to which a common generation control scheme is applied within the Balancing Authority in order to: (i) match the power output of the Generation Resources within the electric power system(s) and Energy delivered from or to entities outside the electric power system(s), with the demand (including losses) within the electric power system(s); (ii) maintain scheduled Interchange with other Balancing Authority Areas, within the limits of Good Utility Practice; (iii) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and Applicable Reliability Standards.

Base Penalty Charge: A base sanction that is assessed by the Independent Market Monitor against a Market Participant that is found to have engaged in conduct that is not permitted under the Tariff.

Baseline Reliability Projects: Network Upgrades identified in the MTEP as required to ensure the Transmission System is in compliance with applicable national Electric Reliability Organization reliability standards and reliability standards adopted by Regional Entities

and applicable to the Transmission Provider's Transmission Owners' planning criteria filed with federal, state, or local regulatory authorities, and applicable federal, state and local system planning and operating reliability criteria. Baseline Reliability Projects include projects of 100kV voltage class or above needed to maintain reliability while accommodating the ongoing needs of existing Transmission Customers.

Baseline Reliability Study: A study performed by the Transmission Provider as part of the MTEP development to determine whether the Transmission System is in compliance with applicable national Electric Reliability Organization reliability standards and reliability standards adopted by Regional Entities and applicable to the Transmission Provider's or Transmission Owners' planning criteria filed with federal, state, or local regulatory authorities, and applicable federal, state and local system planning and operating reliability criteria, the result of which is the identification of Baseline Reliability Projects.

Baseload Reserved Source Point (RSP): The Baseload Reserved Source Point for use in the ARR allocation process.

Baseload Reserved Source Set (BRSS): The Baseload Supply Resources that have met the Resource Qualification Requirements for inclusion as a Reserved Source Point for a given ARR Zone.

Baseload Supply Resource(s): Generation Resource associated with serving a Market Participant's Baseload Usage and that is used for Baseload Reserved Source Point calculations.

Baseload Usage: Transmission usage that is fifty percent (50%) of Peak Usage of Network Load with Firm Transmission Service. For Market Participants utilizing Point-To-Point

Transmission Service, fifty percent (50%) of the Point-To-Point Transmission Service MW amount will be assumed to be Baseload Usage. However, this assumption will not require an LSE to pay multiple Transmission Service charges for Loads included in the LSE's Baseload Usage.

Behind the Meter Generation (BTMG): Generation resources used to serve wholesale or retail load located behind a CPNode that are not included in the Transmission Provider's Setpoint Instructions and in some cases can also be deliverable to Load located within the Transmission Provider Region using either Network Integration Transmission Service, Interim Network Integration Transmission Service, or Point-To-Point Transmission Service or transmission service pursuant to a Grandfathered Agreement. These resources have an obligation to be made available during Emergencies.

Bid: A request to purchase Energy in the Day Ahead Energy and Operating Reserve Market, including Demand Bids, Price Sensitive Demand Bids, and Fixed Interchange Schedule Export Schedules, Dispatchable Interchange Schedule Export Schedules, and Virtual Bids, at a specified location, quantity, and time period, that is duly submitted to the Transmission Provider pursuant to this Tariff and the Business Practices Manuals.

Bi-Directional Ramp Rate Curve: The MW/minute ramp rate curve, that may include up to ten (10) linear segments at which a Generation Resource, Demand Response Resource - Type II, or Electric Storage Resource can respond to either increasing or decreasing Setpoint Instructions.

Bilateral Transaction Schedule: A schedule associated with a Bilateral Transaction.

Bilateral Transactions: Interchange Schedules, Dynamic Interchange Schedules, Financial

Schedules and GFA Schedules.

Billing Agent: An entity designated by a Market Participant as the entity to receive from, or forward payment to, the Transmission Provider on the Market Participant's Settlement Statements. The Market Participant shall remain liable for all obligations issued to it in the Settlement Statements.

Binding Settlement Zone: Any Reserve Zone with a Market Clearing Price for Regulating Reserve, Spinning Reserve, Supplemental Reserve, or Short-Term Reserve, as applicable, derived in the Day-Ahead Energy and Operating Reserve Market or in the Real-Time Energy and Operating Reserve Market that has any non-zero Market Clearing Price Zonal Terms for Operating Reserves or Short-Term Reserve.

Binding Transmission Constraints: A transmission constraint that causes a change in the dispatch or commitment of one or more Electric Facilities to avoid exceeding, or to relieve, the constraint limit.

Blackstart Equipment: The equipment that is necessary to make a generation unit or Electric Storage Resource a Blackstart Unit capable of reliably providing Blackstart Service.

Blackstart Service: The process used by the Transmission Operator, Load Serving Entities, and Generator operators to reenergize to a fully operational state the entire transmission network and the remainder of the delivery system to normal operation. This process includes systematic start up of Blackstart Units via Blackstart Equipment, energizing transmission to critical facilities such as larger generating units, energizing to the largest generators to facilitate the restoration of system loads.

Blackstart System Restoration Plan: The plan developed by the Transmission Provider acting

in its capacity as the Reliability Coordinator, to coordinate the system restoration plans developed by the individual Transmission Operators to re-energize the Transmission System following a system-wide blackout.

Blackstart Unit: A generation unit or Electric Storage Resource that has Blackstart Equipment attached to it or is otherwise configured to allow the unit to be started without assistance form any other resource.

Blackstart Unit Owner: An entity that either: (1) owns and controls the output of, or operates a Blackstart Unit; or (2) has contractual rights to direct the operation of a Blackstart Unit and to receive the compensation provided for under Schedule 33 of the Tariff.

Border External Resource: An External Resource that: (i) has direct interconnection facilities to a substation that contains the terminal of a transmission line under the Transmission Provider's functional control; (ii) will schedule in response to notification by the Transmission Provider during a declared Energy Emergency solely from unit(s) connected to such substation; and, (iii) whose Capacity offered into MISO may be accommodated on those transmission line(s) under the Transmission Provider's functional control.

Branch Facility: A facility located within a pricing Zone having a defined Line Outage Distribution Factor.

Broad Constrained Area: An electrical area in the Transmission Provider Region within which one or more Binding Transmission Constraints, or binding Post Reserve Deployment Constraints (other than Sub-Regional Power Balance Constraints) exist, or binding Sub-Regional Power Balance Constraints into the Second Planning Area exist.

Bulk Electric System: The electrical Generation Resources, transmission lines, interconnections with neighboring systems, and associated equipment, generally operated at voltages of 100 kV or higher as further defined by the applicable Regional Entity.

Bundled Load: The aggregate usage by customers who purchase electric services as a single service or customers who purchase electric services under a retail tariff rate schedule that includes Energy and delivery components, as distinguished from customers who purchase Transmission Service as a separate service.

Bus: A specific electrical location within the Transmission System and/or within other transmission systems within the Eastern Interconnection modeled in the Network Model.

Business Day: A day in which the Federal Reserve System is open for business.

Business Practices Manuals: The instructions, rules, policies, procedures and guidelines established by the Transmission Provider for the operation, planning, accounting and settlement requirements of the Transmission Provider Region.

Day: A twenty four (24) hour period beginning at 0000 hours EST.

Day-Ahead and Real-Time Revenue Sufficiency Guarantee Voltage and Local Reliability Charge: The sum of the Day-Ahead Revenue Sufficiency Guarantee Credits in an Hour attributable to Day-Ahead Voltage and Local Reliability Commitments and Real-Time Revenue Sufficiency Guarantee Credits in an Hour attributable to Real-Time Voltage and Local Reliability Commitments.

Day-Ahead Bilateral Transaction Schedules Marginal Losses Surplus: The sum of Transmission Usage Charges minus the Cost of Congestion for all Bilateral Transaction Schedules cleared in the Day-Ahead Energy and Operating Reserve Market.

Day-Ahead Commitment Period: Contiguous set of hours within the Day for which there exists a Day-Ahead Schedule for Energy.

Day Ahead Energy and Operating Reserve Market: The forward market for purchases and sales of Energy, Operating Reserve, Up Ramp Capability, Down Ramp Capability, and Short-Term Reserve conducted by the Transmission Provider the Day prior to the Operating Day.

Day-Ahead Energy and Operating Reserve Market Marginal Losses Surplus: The total Day-Ahead Energy and Operating Reserve Market charges for Energy purchases, minus total Day-Ahead Energy and Operating Reserve Market payments for Energy sales, minus total Day-Ahead Energy and Operating Reserve Market congestion payments.

Day-Ahead Ex Ante LMP: The LMP calculated through the clearing of the Day-Ahead Energy and Operating Reserve Market using the process defined in Schedule 29 of this Tariff.

Day-Ahead Ex Ante MCP: The MCP for Regulating Reserve, Spinning Reserve, Supplemental

Reserve, Up Ramp Capability, Down Ramp Capability, and Short-Term Reserve calculated through the clearing of the Day-Ahead Energy and Operating Reserve Market using the process defined in Schedule 29 of this Tariff.

Day-Ahead Ex Post LMP: The LMP calculated for the Day-Ahead Energy and Operating Reserve Market using the process defined in Schedule 29A of this Tariff.

Day-Ahead Ex Post MCP: The MCP for Regulating Reserve, Spinning Reserve, Supplemental Reserve, Up Ramp Capability, Down Ramp Capability, and Short-Term Reserve calculated for the Day-Ahead Energy and Operating Reserve Market using the process defined in Schedule 29A of this Tariff.

Day Ahead Hourly Marginal Losses Surplus: The total of the Day Ahead Energy and Operating Reserve Market Marginal Losses Surplus plus the Day Ahead Bilateral Transactions Schedules Marginal Losses Surplus.

Day-Ahead Margin: For an Hour, the difference between the Market Participant's accepted Day-Ahead Energy Offer and the Day-Ahead Ex Post LMP for that interval.

Day-Ahead Margin Assurance Payment (DAMAP): The Real-Time make-whole payment provided under Section 40.3.6 of this Tariff to the Resources described therein, when such Resources' Day-Ahead Margins have been eroded.

Day Ahead Revenue Sufficiency Guarantee Charge: The sum of the Day-Ahead Revenue Sufficiency Guarantee Credits in an Hour in the Day, excluding Day-Ahead Revenue Sufficiency Guarantee Credits associated with Voltage and Local Reliability Commitments, allocated to Market Participants in that Hour pro rata based upon cleared Bids, in that Hour.

Day-Ahead Revenue Sufficiency Guarantee Credit: A Resource credit guaranteed by the Transmission Provider ensuring the minimum recovery of the Production Cost and Operating Reserve Cost of a Resource that has been committed and scheduled by the Transmission Provider in the Day-Ahead Energy and Operating Reserve Market.

Day Ahead Schedule: A set of values consisting of one (1) value for each Hour of a single Operating Day for each Commercial Pricing Node as determined in the Day Ahead Energy and Operating Reserve Market by the Transmission Provider indicating the Energy MWh supply or demand financial obligation of a Market Participant at a Commercial Pricing Node. The Operating Reserve MW supply financial obligation of a Market Participant at a Commercial Pricing Node, the Up Ramp Capability MW supply financial obligation of a Market Participant at a Commercial Pricing Node, the Down Ramp Capability MW supply financial obligation of a Market Participant at a Commercial Pricing Node, and the Short-Term Reserve MW supply financial obligation of a Market Participant at a Commercial Pricing Node.

Debt: For credit scoring purposes, the total amount of all borrowed money of an Applicant or Market Participant.

Debt Adder: The percentage of long-term debt, as stated on the Tariff Customer's most recent audited financial statement, that is treated as equity to determine the Unsecured Credit Allowance.

Debt to Equity Ratio: For credit scoring purposes, the ratio of Debt to Equity.

Default: The occurrence at any time, of any of the events listed in Section 7.16.1 or 7.16.2 with respect to such Tariff Customer, or the failure to include payment for any obligations

under this Tariff, if such failure is not remedied on or before the later of (i) the expiration of the applicable cure period as set forth in this Tariff or the applicable agreement; (ii) the second (2^{nd}) Business Day after the Tariff Customer receives written notice to cure with respect to defaults described in Sections 7.16.1.b, d, and e; or (iii) the second (2nd) Business Day after the Tariff Customer receives written notice to cure with respect to defaults described in Section 7.16.1.a.

Default Offer: A mitigation measure imposed by the Independent Market Monitor pursuant to Section 65.2 of this Tariff.

Deferred Schedule 16 Costs: Any deferred pre-operating costs to be recovered under Schedule 16 of this Tariff.

Deferred Schedule 17 Costs: Any deferred pre-operating costs to be recovered under Schedule 17 of this Tariff.

Deficient Energy: The amount of a Generation Resource's, Electric Storage Resource's, or External Asynchronous Resource's Actual Energy Injection at a Commercial Pricing Node in the Real-Time Energy and Operating Reserve Market in a Dispatch Interval that is less than that Resource's Deficient Energy Threshold or, the amount of a Demand Response Resource's-Type I Calculated DRR Type I Output, as adjusted for Actual Energy Injection or Demand Response Resource's-Type II Calculated DRR Type II Output, at a Commercial Pricing Node in the Real Time Energy and Operating Reserve Market in a Dispatch Interval that is less than that Resource's Deficient Energy Threshold.

Deficient Energy Threshold: The minimum value of the Tolerance Band of a Resource.

Deficient Withdrawal: The amount of an Electric Storage Resource's Actual Energy Injection at a Commercial Pricing Node in the Real-Time Energy and Operating Reserve Market in a Dispatch Interval that is between (i) the lesser of the Excessive Energy Threshold and zero (0) and (ii) zero (0).

Deliverability Benefit Zone: A group of one or more Local Resource Zones that have equal Auction Clearing Prices for a Season in a Planning Resource Auction resulting from the same auction constraint.

Delivering Party: The entity supplying Energy to be transmitted at Point(s) of Receipt.

Delivery Point: The Commercial Pricing Node used to determine the point of transfer between the buyer and the seller of the Energy specified in a Financial Schedule.

Demand: The maximum integrated hourly sum of Load occurring over a specified period, such as Day, Month, Season, or Year, expressed in MWs.

Demand Bid: A Fixed Demand Bid or Price Sensitive Demand Bid.

Demand Curves: The Market Wide Regulating Reserve Demand Curve, the Market Wide Regulating and Spinning Reserve Demand Curve, the Market Wide Operating Reserve Demand Curve, the Market Wide Up Ramp Capability Demand Curve, the Market Wide Down Ramp Capability Demand Curve, and/or the Market Wide Short-Term Reserve Demand Curve.

Demand Reduction Shortfall: The difference between the EDR Dispatch Instruction and the actual demand reduction, or zero, whichever is higher.

Demand Reduction Tolerance: The tolerance band of demand reduction that an EDR Participant can make between the EDR Dispatch Instruction and actual demand reduction

and still recover the production costs associated with the demand reduction.

Demand Resource: Interruptible Load or Direct Control Load Management and other resources that can reduce Demand during Emergencies.

Demand Resource Deferral Notice: Notice provided by a Market Participant that elects to defer the obligation to conduct a real power test.

Demand Response Resource (DRR): A Demand Response Resource–Type I or Demand Response Resource–Type II.

Demand Response Resource - Type I (DRR-Type I): A Resource owned by a single Load Serving Entity, or an ARC within the MISO Balancing Authority Area and that (i) is registered to participate in the Energy and Operating Reserve Markets, (ii) that is capable of supplying a specific quantity of Energy, Contingency Reserve, Short-Term Reserve or Capacity, at the choice of the Market Participant, to the Energy and Operating Reserve Market through Behind the Meter Generation and/or controllable Load, (iii) is capable of complying with the Transmission Provider's instructions, (iv) has the appropriate metering equipment installed, and (v) has Firm Transmission Service. Each Demand Response Resource – Type I will be modeled as a Commercial Pricing Node consisting of defined Elemental Pricing Nodes maintained and approved by the Transmission Provider that comprise injections of customer demand response within a single Local Balancing Authority Area for the purposes of scheduling, reporting Actual Energy Injections, and settling Energy, Contingency Reserve, and Short-Term Reserve transactions. The Demand Response Resource –Type I can be modeled as aggregations of whole or portions of Elemental Pricing Nodes. Given the appropriate qualification,

Demand Response Resource-Type I Resources can provide the following products: Energy, Contingency Reserve, Short-Term Reserve and capacity under Module E.

Demand Response Resource-Type II (DRR-Type II): A Resource owned by a single Load Serving Entity, or an ARC within the MISO Balancing Authority Area and that (i) is registered to participate in the Energy and Operating Reserve Markets, (ii) is capable of supplying a range of Energy, Operating Reserve, Up Ramp Capability, Down Ramp Capability, and/or Short-Term Reserve at the choice of the Market Participant, to the Energy and Operating Reserve Market through Behind-The-Meter generation and/or controllable Load, (iii) is capable of complying with Transmission Provider's Setpoint Instructions, (iv) has the appropriate metering equipment installed, and (v) has Firm Transmission Service. Such Resources will be modeled and/or otherwise treated in a manner comparable as Generation Resources and must comply with the same Applicable Reliability Standards as Generation Resources. Given the appropriate qualification, Demand Response Resource-Type II Resources can provide the following products: Energy, Operating Reserve, Up Ramp Capability, Down Ramp Capability, Short-Term Reserve, and/or capacity under Module E, provided that a storage Resource that registers as a Demand Response Resource – Type II shall not be eligible to provide off-line Supplemental Reserve or off-line Short-Term Reserve.

Demand Response Resource-Type I Offer: An Energy Offer, Shut-Down Offer, Hourly Curtailment Offer, Spinning Reserve Offer (if a Spin Qualified Resource) and Supplemental Reserve Offer, and Off-Line Short-Term Reserve Offer (if an Off-Line Short-Term Reserve Qualified Resource) submitted by a Market Participant within the

MISO Balancing Authority Area for the output of a specified Demand Response Resource Type I to supply Energy, Contingency Reserve, and/or Short-Term Reserve to the Energy and Operating Reserve Market.

Demand Response Resource-Type II Offer: An Energy Offer, Start-Up Offer, No-Load Offer, Regulating Capacity Offer and Regulating Mileage Offer (if a Regulation Qualified Resource), Spinning Reserve Offer (if a Spin Qualified Resource), On Line Supplemental Reserve Offer (if not a Spin Qualified Resource), Off Line Supplemental Reserve Offer (if a Quick Start Resource), Off-Line Short-Term Reserve Offer (if an Off-Line Short-Term Reserve Qualified Resource), Short-Term Reserve Dispatch Status and Up and Down Ramp Capability dispatch status submitted by a Market Participant within the MISO Balancing Authority Area for the output of a specified Demand Response Resource Type II to supply Energy and/or Operating Reserve, Up Ramp Capability, Down Ramp Capability, and/or Short-Term Reserve to the Energy and Operating Reserve Market.

Designated Agent: Any entity that performs actions or functions required under this Tariff on behalf of the Transmission Provider, an Eligible Customer, the Transmission Customer, an ITC, the Market Participant or a Local Balancing Authority.

Designated Flowgate: A Flowgate that has been designated to act as a constraint to power transfer on the Bulk Electric System.

Desired Resource Response: The movement, in MW, that a Resource is capable of providing during a Dispatch Interval in response to Setpoint Instructions based on the Resource's applicable ramp rate, starting from its actual output at the beginning of the Dispatch

Interval.

Direct Assignment Facilities: Facilities or portions of facilities that are constructed by any Transmission Owner(s), ITC, or ITC Participant(s) for the sole use/benefit of a particular Transmission Customer requesting service under this Tariff. Direct Assignment Facilities shall be specified in the Service Agreement (or HVDC Service Agreement) that governs service to the Transmission Customer and shall be subject to Commission approval.

Direct Control Load Management: The magnitude of customer demand that can be interrupted by direct control of the Local Balancing Authority by interrupting power supply to individual appliances or equipment on customer premises. Direct Control Load Management does not include Interruptible Demand. Where an RE's agreements do not restrict its reserve sharing pool to only the Local Balancing Authority, utilities acting as Market Participants may become members of the reserve sharing pool. These utilities have the right to participate in the reserve sharing pool, and to call on Operating Reserves, and are obligated to supply reserves when called upon by other entities. A utility meeting the above conditions, and which has interruptible contracts with its retail customers, may control its Interruptible Demand or Interruptible Load without direction from the Local Balancing Authority. The magnitude of customer demand that can be interrupted by utilities meeting the above criteria may interrupt power supply to individual appliances or equipment on customer premises without direction from the Local Balancing Authority.

Discharge: The injection of stored energy back into the Transmission System by an Electric

Storage Resource.

Dispatch Interval: The Dispatch Interval is a 5-minute length of time for which the Transmission Provider issues Dispatch Targets for the Real Time Energy and Operating Reserve Market.

Dispatch Interval Actual Energy Injections: For a Resource, either: (i) a net Metered or calculated 5-minute volume expressed in MW that flows into or out of the Transmission System during the Operating Day at a specified location for each Dispatch Interval of the Operating Day; or (ii) when these values are not available, the average telemetered output for the Resource expressed in MW and scaled by Actual Energy Injections.

Dispatch Interval Excessive Energy Price: The applicable price for Excessive Energy MW in a Dispatch Interval.

Dispatch Interval Excessive Withdrawal Price: The applicable price for Excessive Withdrawal MW in a Dispatch Interval.

Dispatch Model: A model of the Transmission System, Resources, and Load in the Transmission Provider Region used by the Transmission Provider to dispatch Resources through the Real-Time Energy and Operating Reserve Market.

Dispatch Status: A specification submitted by a Market Participant in its Generation Offer, External Asynchronous Resource Offer, Demand Response Resource-Type I Offer, Demand Response Resource-Type II Offer, or Electric Storage Resource Offer for each Hour to indicate whether or how the Transmission Provider is authorized to clear Energy or other Operating Reserves on the Resource for the Hour.

Dispatch Target: Instructions issued by the Transmission Provider to Resources indicating

Resource Energy quantities to be injected or withdrawn and cleared Operating Reserve, Up Ramp Capability, Down Ramp Capability, and Short-Term Reserve cleared for Resources at the end of a specific Dispatch Interval.

Dispatchable Interchange Schedules: Export Schedules for the Day-Ahead Energy and Operating Reserve Market that specify a Bid or Import Schedules for the Day-Ahead Energy and Operating Reserve Market that specify an Offer.

Dispatchable Intermittent Resource: A Generation Resource whose Economic Maximum Dispatch is dependent on forecast-driven fuel availability.

Dispatchable Intermittent Resource Feasibility Limit: The maximum MW level at which a Dispatchable Intermittent Resource may operate and/or be scheduled, subject to any technical margin(s) as may be provided in the Business Practices Manuals.

Distribution Facilities: The low-voltage transmission facilities owned or controlled or operated by the Transmission Provider, or a Transmission Owner, or both, and used in a sale for resale of, or to transmit, electric energy in interstate commerce on behalf of a wholesale purchaser pursuant to a Commission filed Open Access Transmission Tariff (i.e., to provide Wholesale Distribution Service).

Disturbance Recovery Period: The amount of time from the occurrence of an event requiring a Contingency Reserve deployment to compliance with Applicable Reliability Standards.

Diversity Contract: A type of power purchase agreement (PPA) between an LSE in the Transmission Provider Region and an LSE with Demand external to the Transmission Provider Region that includes a one for one MW exchange of capacity that is committed to the Transmission Provider Region in exchange for capacity committed outside of the

Transmission Provider Region.

DOE: The United States Department of Energy.

Down Ramp Capability (DRC): The product representing the ability of dispatchable resources to respond to future downward changes in demand within the Ramp Capability Response Time after a given dispatch. The Real-Time Market-Wide Down Ramp Capability Requirement is defined by expected market-wide downward variation in dispatchable generation to account for forecasted changes in load and Scheduled Interchange while considering the contribution of non-dispatchable generation (negative for an upward variation) plus the downward short-term uncertainty associated with the Load Forecast, non-dispatchable generation forecast, and units not responding to their set points, all evaluated over the Ramp Capability Response Time. If the resulting requirement is negative, the requirement is set to 0 so the requirement is always non-negative.

Dynamic Interchange Schedule: Interchange Schedules for which the Market Participant has put in place real time and interval metering facilities approved by the Transmission Provider where Resources are supplying Energy to Load on a real time basis and the supply is being effected through use of scheduled Interchange in the Transmission Provider's Area Control Error equation.

Dynamic Narrow Constrained Area (Dynamic NCA): An electrical area identified by the IMM in accordance with section 63.4.1, sub-paragraphs i through l, of this Tariff, regardless of whether the area is in an existing or future Narrow Constrained Area, or is defined by one or more Binding Transmission Constraint(s) not expected, or not yet determined, to be sustained for a period long enough to identify it as a Narrow Constrained Area in

accordance with section 63.4.1, sub-paragraphs (a) through (h).

Dynamic Transfers: The provision of the real-time monitoring, telemetering, computer software, hardware, communications, engineering, Energy accounting (including inadvertent interchange), and administration required to electronically move all or a portion of the real Energy services associated with a Generator or Load out of one Balancing Authority Area into another.

Facility: An electric generating unit or an electric generating station composed of one or more contiguous electric generating units aggregated at a single geographical site.

Facilities Study: An engineering study conducted by the Transmission Provider or ITC in collaboration with the affected Transmission Owner(s) and ITC Participant(s) to determine the required modifications to the Transmission System, including the cost and scheduled completion date for such modifications, that will be required to provide the requested Transmission Service. The Transmission Provider shall have the final determination and ultimate responsibility for any such studies. Facilities Studies for any transmission facilities not under the operational control of the Transmission Provider shall be performed by the Transmission Owner, or ITC, or any entity it designates to perform the studies.

Fast Ramping Resource: A Generation Resource that: (1) meets the qualification criteria of having a: (i) ramp rate greater than eighty (80) MW per minute; (ii) Fast Ramping Resource Performance Score that meets or exceeds the Fast Ramping Resource Performance Threshold when responding to regulation signals in Fast Ramping Resource Performance Tests; and (iii) duration greater than 20 minutes or more for Use Limited Resources; and (2) as such, will receive a fast changing regulation signal for a market interval for which it has been offered.

Fast Ramping Resource Historical Performance Score: A performance score calculated on a Regulation Qualified Resource as the ratio of its Fast Ramping Resource Passed Intervals to its Fast Ramping Resource Valid Intervals in the Dispatch Intervals in all previous Hours when it was offered as a Fast Ramping Resource.

Fast Ramping Resource Passed Interval: An AGC signal interval, within a Fast Ramping Resource Performance Test, that is considered passed by a Resource offered as a Fast Ramping Resource for a particular Hour, during Regulating Reserve Deployment for the AGC signal interval if the MW response of the Resource for the Setpoint Instruction, adjusted for the communication delay, is within the tolerance range (*i.e.*, +/- 0.25 MW if the delta change is 0.8 MW or less, and +/- 30 percent if the delta change is greater than 0.8 MW).

Fast Ramping Resource Performance Score: A score calculated during a Fast Ramping Resource Performance Test.

Fast Ramping Resource Performance Test: A test performed in real time to evaluate the capability of a Regulation Qualified Resource that is offered as a Fast Ramping Resource to perform reliably as a Fast Ramping Resource while deploying Regulating Reserve. The test will be performed on such a Regulation Qualified Resource that is receiving either fast or regular regulation signals. At the start of each hourly interval, the Resource will be assigned an initial score that is the higher of the Fast Ramping Resource Historical Performance Score or the Fast Ramping Resource Performance Threshold. Within each hourly interval, at the end of each Dispatch Interval, a new adjustment to the initial score will be calculated as the ratio of Fast Ramping Resource Passed Intervals to Fast Ramping Resource Valid Intervals in the current and all previous Dispatch Intervals in the particular hourly interval.

Fast Ramping Resource Performance Threshold: A minimum Fast Ramping Resource Performance Score of seventy percent (70%) that a Resource is required to meet to be

qualified as a Fast Ramping Resource.

Fast Ramping Resource Valid Interval: An AGC signal interval is considered valid for a Resource undergoing a Fast Ramping Resource Performance Test, during its Regulating Reserve Deployment for an AGC signal interval, during which a new Setpoint Instruction is calculated that changes by a threshold MW of at least 0.1 MW from the previous Setpoint Instruction.

Fast Start Resource: An online Generation Resource that is started, synchronized and injects Energy, or a Demand Response Resource that reduces its Energy consumption, within sixty (60) minutes of being notified and that has a minimum run time of one hour or less and that will participate in setting price as described in the process in Schedule 29A of this Tariff. A Fast Start Resource does not include fuel-limited resources such as pumped storage, Electric Storage Resources, run-of-river hydro, and wind resources. Offline Generation Resources will not participate in setting price as described in the process in Schedule 29A of this Tariff.

Fast Start Resource All-In Energy Offer: The sum of an online Fast Start Resource's Energy Offer, its amortized No Load Offer and, during its Minimum Run Time, its amortized Start up Offer; provided, that, in the case of a Demand Response Resource – Type I, it shall be the sum of the Energy Offer, its amortized Hourly Curtailment Offer and its amortized Shut-Down Offer over its minimum interruption duration.

Fast Start Resource All-In Reference Level: The sum of an online Fast Start Resource's Energy Reference Level, its amortized No Load Reference Level and, during its Minimum Run Time, its amortized Start up Reference Level; provided, that, in the case

of a Demand Response Resource – Type I, it shall be the sum of the Energy Reference Level, its amortized Hourly Curtailment Offer Reference Level and its amortized Shut-Down Offer Reference Level over its minimum interruption duration.

Feasibility Upgrade Process: The procedure that enables additional ARRs to be allocated based upon Network Upgrades as part of the MTEP process.

Federal Energy Regulatory Commission (FERC) Uniform System of Accounts: The Commission's Uniform System of Accounts in the Code of Federal Regulations, Title 18, Conservation of Power and Water Resources, Parts 1-399, pursuant to which electric public utilities, licensees and other companies within FERC jurisdiction are required to maintain their books and records.

Federal Power Marketing Agency: Any agency or instrumentality of the United States (other than the Tennessee Valley Authority), which sells electric Energy.

FERC Market Rules: The market behavior rules and the prohibition against electricity Energy market manipulation codified by the Commission in its Rules and Regulations at 18 CFR § 1c.2 and 35.37, respectively; and any related proscriptions or any successor rules that the Commission from time to time may issue, approve or otherwise establish.

File Transfer Protocol (FTP): The standardized File Transfer Protocol for data transfer.

Final Planning Reserve Margin Requirement (Final PRMR): For LSEs not selecting the Reliability Based Demand Curve Opt Out, the PRMR established as a result of the PRA clearing using RBDCs. For LSEs selecting the RBDC Opt Out, Final PRMR is based on the sum of the applicable PRM plus the applicable RBDC Opt Out Adder. LSEs under state jurisdiction where the state has overridden the PRM established by the Transmission

Provider will have a Final PRMR based on the planning reserve margin established by the state.

Financial Schedule: A financial arrangement between two Market Participants designating a Source Point, Sink Point and Delivery Point establishing the obligations of the buyer and seller for the payment of Cost of Congestion and Cost of Losses. The Transmission Provider is not the Energy Market Counterparty to the sale of Energy under a Financial Schedule transaction and collects and disburses the Transmission Usage Charge as agent for the parties to the Financial Schedule.

Financial Security: A Cash Deposit or Irrevocable Letter of Credit in an amount and form determined by and acceptable to Transmission Provider, provided by an Applicant and/or Tariff Customer to Transmission Provider as security.

Financial Transmission Right (FTR): A financial instrument that entitles the holder to receive compensation for or requires the holder to pay certain congestion related transmission charges that arise when the Transmission System is congested and differences in Marginal Congestion Components of Day-Ahead Ex Post LMPs result.

Firm Flow: The estimated impacts of firm transactions under network and point-to-point Transmission Service on a particular Coordinated Flowgate.

Firm Point-To-Point Transmission Service: Transmission Service under this Tariff that is reserved and/or scheduled between specified Points of Receipt and Points of Delivery pursuant to Module B of this Tariff.

Firm Service Level: The MW portion of the total demand of a Demand Resource that is not subject to curtailment as a Demand Resource.

Firm Service Step Up: The evaluation process to assess the reliability impact of incremental additions of Load that are planned in the intervening step-up period before the expected Service Commencement Date for the full Load integration of a Large Load for which a planning study has been completed and approved in the MTEP planning process.

Firm Transmission Service: The portion of Load served under Firm Point-To-Point Transmission Service or Network Integration Transmission Service, excluding any portion of Load served on a non-firm basis under Interim NITS.

First Planning Area: The Transmission System of the Transmission Provider Region as it existed immediately before the effective date of the Second Planning Area. The First Planning Area may be modified from time to time by: (1) the addition of any transmission facilities in the Midwest portion of the United States (i.e., Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Montana, North Dakota, Ohio, South Dakota, and Wisconsin) where transmission facilities not under the functional control of the Transmission Provider are subsequently conveyed to the functional control of the Transmission Provider to be used to provide Transmission Service under Module B of the Tariff; or (2) the withdrawal from the Transmission Provider Region of a Member located in the First Planning Area.

Fixed Carrying Charge: An annual charge calculated by taking the cost of service carrying charge elements expressed as a percent multiplied by the Transmission Owner or ITC's rate base. The carrying charge elements include: operations and maintenance, depreciation expense, other taxes, return, and income taxes.

Fixed Demand Bid: A request to purchase a specified MWh quantity of Energy, at specified

locations in the Transmission Provider Region, during specific Hours of the next Operating Day submitted to the Day-Ahead Energy and Operating Reserve Market. Demand Bids may only be submitted by a Market Participant that is itself a Load Serving Entity (LSE) or is purchasing Energy to serve an LSE.

Fixed Interchange Schedule: An Interchange Schedule consisting of a fixed, non-Dispatchable amount, used in the Energy and Operating Reserve Markets.

Fixed Resource Adequacy Plan (FRAP): A plan submitted by an LSE through the MECT to the Transmission Provider that is approved by the Transmission Provider which demonstrates that the LSE has sufficient ZRCs to meet all or part of its Initial PRMR for one or more LRZs in a Season.

Flowgate: A representative modeling of a facility or group of facilities that may act as a constraint to power transfer on the Bulk Electric System.

Flowgate Rating: The Total Transfer Capability of a Flowgate.

Forced Outage or Generator Forced Outage: An immediate reduction in output, Capacity or removal from service, in whole or in part, of a Generation Resource by reason of an Emergency or threatened Emergency, unanticipated failure, inability to return on schedule from a Planned Transmission Outage, or other cause beyond the control of the owner or operator of the facility, as specified in the relevant portions of the BPM for Outage Operations. A reduction in output or removal from service of a Generation Resource in response to changes in Energy Market conditions does not constitute a Generator Forced Outage.

Forecast LSE Requirement: The forecasted Demand including the effect of all losses for an

LSE at a CPNode for a Month less the Full Responsibility Purchases plus the Full Responsibility Sales and minus the Demand Resources that were registered to net for a given Month all at the same CPNode.

Forecast Maximum Limit: For a Dispatchable Intermittent Resource, the maximum MW level at which the Resource is forecasted to operate. In addition, for a ZG Resource participating as a DIR, the maximum MW level at which a Resource may operate shall be less than the Demand of the Resource's ZG Associated Loads.

Foreign Guarantor: A Guarantor that is organized under the laws of a jurisdiction outside of the United States or Canada.

Foreign Guaranty: A Corporate Guaranty accepted from a Guarantor that is organized under the laws of a jurisdiction outside of the United States or Canada.

Forward Reliability Assessment Commitment (FRAC): A RAC process conducted up to seven (7) days prior to, and before the closing of, the Day-Ahead Energy and Operating Reserve Market.

FTR and ARR Transactions Cleared But Not Yet Settled: This service category is a component of the FTR Potential Exposure. The FTR and ARR Transactions Cleared But Not Yet Settled are calculated on a monthly basis. If the net monthly value is positive, it is included in the FTR Potential Exposure calculation. If the net monthly value is negative, the value is not included in the FTR Potential Exposure calculation.

FTR Auction: An auction conducted periodically through which the Transmission Provider, subject to the Simultaneous Feasibility Test: (i) awards FTRs of various durations and (ii) facilitates the selling of existing FTRs between Market Participants.

FTR Auction Credit Allocation: The amount of the Applicant's and/or Tariff Customer's Total Credit Limit allocated to FTR Auctions.

FTR Auction Credit Exposure: Exposure to non-payment associated with the amount of the Applicant's and/or Tariff Customer's FTR Bids and Offers submitted in the auction.

FTR Auction Participant: A Market Participant that participates in an FTR Auction administered by the Transmission Provider.

FTR Auction Settled Transactions Exposure: The potential exposure to non-payment associated with FTR Auction transactions that have been cleared and settled.

FTR Bid: A bid to purchase an FTR through an FTR Auction.

FTR Bidder: A Market Participant submitting an FTR Bid.

FTR Delivery Point: The transaction Delivery Point specified in a receipt point to delivery point FTR.

FTR Holder: A Market Participant that owns one (1) or more FTRs.

FTR MCP: The price at which a set of Comparable FTRs are sold through an FTR Auction.

FTR Obligation: A receipt point to delivery point FTR that imposes a financial obligation on the FTR Holder if congestion exists in the direction from the FTR Delivery Point to the FTR Receipt Point.

FTR Offer: An offer to sell an FTR through an FTR Auction.

FTR Offeror: A Market Participant submitting an FTR Offer.

FTR Option: A receipt point to delivery point FTR that imposes no financial obligations on the FTR Holder under any conditions.

FTR Period: The period(s) of time on a given Day during which an FTR is in effect (On Peak,

Off Peak, or full Day time period(s)).

FTR Potential Exposure: The sum of exposure values as defined in Section V.B of Attachment L to this Tariff. Included are all FTR related charge types.

FTR Potential Exposure Violation: A condition that exists whenever a Tariff Customer's FTR Potential Exposure plus the larger of the FTR Auction Credit Allocation or FTR Auction Credit Exposure exceeds its Financial Security less its alternative capitalization requirement as further defined in Section V.C of Attachment L to this Tariff.

FTR Quantity: The quantity in MW specified in an FTR.

FTR Receipt Point: The transaction receipt point specified in an FTR.

FTR Transactions Cleared But Not Yet Settled: The value of the FTRs based on the clearing price(s) established as a result of an FTR Auction which has been cleared, but has not yet been settled.

Fuel Cost Uncertainty Adder: An amount determined by the Independent Market Monitor, not to exceed $100 per MWh, that is included in the Reference Level determination to account for fuel cost uncertainty when the resulting Reference Level exceeds $1,000 per MWh.

Full Responsibility Purchases: The total of all purchases coincident with the expected Demand of the LSE under which the seller is contractually obligated to deliver Energy plus reserves to the purchaser, expressed in MWs for the hour. Reserve provision by the seller as a percent must meet or exceed the PRM obligation for the purchasing LSE. Up Ramp Capability and Down Ramp Capability by the seller as a percent must meet or exceed the PRM obligation for the purchasing LSE. Short-Term Reserve provision by the seller as a

percent must meet or exceed the PRM obligation for the purchasing LSE. Each purchaser and seller must agree on which of their transactions are to be reported under this heading.

Full Responsibility Sales: The total of all sales coincident with the expected Demand of the LSE under which the seller is contractually obligated to deliver Energy plus reserves to the purchaser, expressed in MWs for the hour. Reserve provision by the seller as a percent must meet or exceed the PRM obligation for the purchasing LSE. Up Ramp Capability and Down Ramp Capability by the seller as a percent must meet or exceed the PRM obligation for the purchasing LSE. Short-Term Reserve provision by the seller as a percent must meet or exceed the PRM obligation for the purchasing LSE. Each purchaser and seller must agree on which of their transactions are to be reported.

ICAP Deferral Non-Compliance Charges: A charge that is assessed to a Market Participant that fails to submit GVTC results, demonstrate deliverability, demonstrate commercial operation, and/or replace ZRCs by the last Business Day prior to the start of any Season for which a Market Participant has an ICAP deferral associated with Planning Resources that participate in the Resource Adequacy Requirements provisions, including the Planning Resource Auction and the Fixed Resource Adequacy Plan, per Section 69A.7.9.

ICAP Deferral Notice: Notice provided by a Market Participant that elects to defer submission of ICAP results in accordance with Section 69A.7.9.

ICCP/ISN: Common communication protocols adopted to standardize information transfer.

Impacted Transmission Owner Large Load Network Upgrade(s) (ITO-Large Load Network Upgrades): Those additions, modifications, and upgrades to be made to the Transmission System that are located outside of the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load, including the Transmission Owner's system protection facilities to accommodate the interconnection of the Large Load to the Transmission System and are additions, modifications, and upgrades the Transmission Provider, through the Large Load Project Review process, has found to be necessary for the Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to the Large Load Transmission Customer. The Impacted Transmission Owner Large Load Network Upgrade(s) shall be set forth in a Large Load Impacted Transmission Owner Cost Recovery Agreement(s) in the form of Attachment MMM to the Tariff.

Import Schedule: An Interchange Schedule in which the Interchange Schedule Delivery Point lies within the MISO Balancing Authority Area and the Interchange Schedule Receipt Point lies outside of the MISO Balancing Authority Area.

Inadvertent Energy: The mathematical time integral deviation of a Balancing Authority's Net Scheduled Interchange subtracted from its Net Actual Interchange where a negative value denotes a condition of undergeneration and a positive value denotes overgeneration.

Inadvertent Energy Value: For the MISO Balancing Authority Area within the Transmission System, the calculated monetary value for each Hour of the Inadvertent Energy expressed in MWh multiplied by the MISO Balancing Authority Area's average generation Hourly Real-Time Ex Post LMP for the Hour.

Incremental Energy Cost: The area under a Generation Resource's, Demand Response Resource's–Type II, Electric Storage Resource's, or External Asynchronous Resource's offered incremental Energy cost curve, consisting of (MW, dollars per MW) pairs, between an upper and lower bound.

Independent Market Monitor (IMM): The person or person(s), or consulting firm or other entity, retained by the Transmission Provider to carry out the Plan described in Module D.

Information Request: A written request, in accordance with the terms of the Tariff, for disclosure of Confidential Information pursuant to Section 38.9.4 of the Tariff.

Inframarginal Rents: Estimated revenues from the Transmission Provider's Energy and Operating Reserves Markets in excess of production costs for a Generation Resource.

Initial Energy Storage Level: The stored Energy available from an Electric Storage Resource

for Energy or Operating Reserves at the start of the Day-Ahead Energy and Operating Reserve Market.

Initial Planning Reserve Margin Requirement (Initial PRMR): The PRMR based on the Planning Reserve Margin established in the Loss of Load Expectation (LOLE) study.

Inoperable Capacity: The amount of Generation Resources expected to be totally or partially unavailable due to: (i) scheduled outage during the reporting hours, including maintenance and planned outages, (ii) legal or regulatory restrictions, including environmental restrictions, (iii) extensive modifications or repairs, reduction in output due to hydro conditions, or (iv) a mothballed state.

Installed Capacity (ICAP): The amount of Capacity assigned to a Capacity Resource which is the lesser of the Capacity Resource's annual, seasonal, or monthly net demonstrated capability and the net output identified in the Capacity Resource's Interconnection and Operating Agreement.

Instructed Energy Mileage: The movement, in MW, that a Resource is asked to provide during a Dispatch Interval in response to Energy Dispatch Targets and Contingency Reserve Deployment Instructions using a resource's applicable ramp rate.

Instructed Regulating Mileage: The movement during a Dispatch Interval, in MW, that a resource is asked to provide in response to Regulation Deployment Instructions.

Instructed Total Mileage: The movement, MW, that a resource is asked to provide during a Dispatch Interval in response to Setpoint Instructions using the resource's applicable ramp rate.

Integrated Control Center System (ICCS): Integrated Control Center Systems for the

Transmission Provider.

Integrated Transmission Agreement (ITAs): Agreements regarding cost sharing and operational responsibilities between two or more parties involving joint construction and integrated ownership and operation of transmission facilities in a Balancing Authority Area, where there are several entities owning transmission facilities and only one entity has executed the ISO Agreement and transferred operational control of their facilities to the Transmission Provider. All ITAs shall be treated as GFAs under this Tariff.

Intellectual Property: The (i) ideas, designs, concepts, techniques, inventions, discoveries, or improvements, regardless of patentability, but including without limitation patents, patent applications, mask works, trade secrets, and know-how; (ii) works of authorship, regardless of copyright ability, including without limitation copyrights and any moral rights recognized by law; and (iii) any other similar rights.

Interchange: Energy transfers that cross Balancing Authority Area boundaries.

Interchange Distribution Calculator (IDC): A tool used by Reliability Coordinators in the Eastern Interconnection which calculates the distribution of energy flows over specific Flowgates and is used for assigned relief obligations and curtailments.

Interchange Schedule: An Import Schedule, Export Schedule, or Through Schedule.

Interchange Schedule Delivery Point: The location where an Interchange Schedule sinks. An Interchange Schedule Delivery Point can be a Point of Delivery, a Commercial Pricing Node, or an FTR Delivery Point.

Interchange Schedule Receipt Point: The location where an Interchange Schedule sources. An Interchange Schedule Receipt Point can be a Commercial Pricing Node, a Point of

Receipt, or an FTR Receipt Point.

Interconnected Operations and Congestion Management Service: The service that the Transmission Provider shall provide under Part II of Module F of this Tariff.

Interconnection Reliability Operating Limit (IROL): A System Operating Limit which, if exceeded, could lead to instability, uncontrolled separation, or cascading outages that adversely impact the reliability of the Bulk Electric System.

Interconnection and Operating Agreement (IOA): The form of interconnection agreement provided in Attachment R-4 to the Tariff.

Interconnection Service Limit: The maximum amount of interconnection service approved by the Transmission Provider associated with interconnecting a Generator or Generators to the Transmission System enabling the Transmission Provider to receive electric energy and capacity from a Generator or Generators at the point of interconnection, pursuant to the terms of an interconnection agreement or as otherwise agreed to by the Transmission Provider and the Generator or Generators and, if applicable, the Tariff.

Interconnection Service Limit Constraint: A constraint in the Security Constrained Unit Commitment, Security Constrained Economic Dispatch, and Security Constrained Economic Dispatch Pricing algorithms that collectively limits commitment and dispatch of all associated Co-located Resources sharing an Interconnection Service Limit at a single point of interconnection.

Inter-Control Center Protocol (ICCP): Common communication protocols adopted to standardize information transfers.

Interested Government Agencies: The Commission and the state regulatory commissions.

Interface: An external Commercial Pricing Node where an LMP will be calculated to settle Market Activities associated with Import Schedules, Export Schedules, or Through Schedules. Interfaces are specified in the Business Practices Manuals.

Interim Network Integration Transmission Service (Interim NITS): Network Integration Transmission Service provided under this Tariff on an interim basis, reserved and scheduled on an as-available basis, and subject to Curtailment or Interruption as set forth in Section 33.5 of this Tariff. Interim NITS is available only to Large Load Transmission Customers pending completion of the Large Load Network Upgrades necessary to commence NITS for the entire Load. Except as expressly provided, all terms and conditions governing Network Integration Transmission Service apply.

Intermittent Generation: A Resource or an External Resource that cannot be committed, de-committed, scheduled, or controlled to produce anticipated Energy or Ancillary Services.

Intermittent Resource: A Resource that is not capable of being committed or decommitted by, or following Setpoint Instructions of, the Transmission Provider in the Real-Time Energy and Operating Reserve Market.

Internal Commercially Pseudo-Tied Load: Load within the MISO Balancing Authority Area that a Market Participant defines in the Commercial Model as located in a Local Balancing Authority Area other than the Local Balancing Authority Area where the Load is physically located.

Internal Delivery Point: The Commercial Pricing Node used to determine the Transmission Usage Charge obligation of both the buyer and the seller under Financial Schedules. An Internal Delivery Point can be at any Commercial Pricing Node within the MISO

Balancing Authority Area and can be the same as the Source Point or the Sink Point specified on the Financial Schedule.

Internal FTRs: FTRs nominated from Network Resources that are internal to either the Local Balancing Authority Area or the state where the nominating entity is located, or both.

Interregional Coordination Process: The coordination process set forth in the Joint Operating Agreement between the Transmission Provider and PJM Interconnection, L.L.C.

Interregional Security Network (ISN): Common communication protocols adopted to standardize information transfers.

Interruptible Demand: The magnitude of customer demand that, in accordance with contractual arrangements can be interrupted by direct control of the Local Balancing Authority or by action of the customer at the direct request of the Local Balancing Authority. This demand reduction may be effected by the direct action of the Local Balancing Authority after notice to the customer in accordance with contractual provisions. Where an RE's agreements do not restrict its reserve-sharing pool to only the Local Balancing Authority, utilities acting as a Market Participant may become a member of the reserve-sharing pool. These utilities have the right to participate in the reserve-sharing pool, the right to call on operating reserves, and are obligated to supply reserves when called upon by other entities. A utility meeting the above conditions, and which has interruptible contracts with its retail customers, may control its interruptible demand without direction from the Local Balancing Authority.

Interruptible Load: The magnitude of customer load that, in accordance with contractual arrangements, can be interrupted by direct control of the Local Balancing Authority or by

action of the of the customer at the direct request of the Local Balancing Authority. Where an RE's agreements do not restrict its reserve-sharing pool to only the Local Balancing Authority, utilities acting as Market Participants may become members of the reserve-sharing pool. These utilities have the right to participate in the reserve-sharing pool, the right to call on operating reserves, and are obligated to supply reserves when called upon by other entities. A utility meeting the above conditions, and which has interruptible contracts with its retail customers, may control its Interruptible Load without direction from the Local Balancing Authority. The portion of a Large Load served under Interim NITS shall be deemed Interruptible Load.

Interruption: A reduction in Non-Firm Point-To-Point Transmission Service due to economic reasons pursuant to Module B, Section 14.7, or Section 27A of this Tariff.

Irrevocable Letter of Credit: A Letter of Credit naming Transmission Provider as beneficiary taking the form found in Exhibit II of Attachment L of this Tariff.

IRS: The Internal Revenue Service.

ISO: The Midcontinent Independent System Operator, Inc., also referred to herein as "MISO" or the "Transmission Provider."

ISO Agreement: The Agreement of Transmission Facilities Owners To Organize the Midcontinent Independent System Operator, Inc., on file with the Commission detailing the rights and obligations of the Transmission Provider.

Issuer Rating: Rating provided by a Rating Agency, representing the Rating Agency's opinion of an obligor's capacity to meet its financial obligations.

ITC: An independent transmission company that has executed an Appendix I Agreement with

the Transmission Provider and the Transmission Owners.

ITC Grandfathered Agreements(s): An agreement(s) under which an ITC will perform pursuant to its terms and conditions, consistent with the Commission's policies, rather than under the terms of this Tariff or the ITC Rate Schedule. Such agreements are set forth in Attachment P. For an ITC Participant that is not a public utility under the Federal Power Act, the ITC Grandfathered Agreement(s) shall be as defined in an agreement with the ITC. ITC Grandfathered Agreement(s) shall include a service agreement under an ITC Participant's tariff that is superseded by this Tariff only if the service agreement was entered into as part of a Commission-approved settlement for a jurisdictional ITC Participant or in accordance with an agreement between an ITC and a non jurisdictional ITC Participant.

ITC Participant: An entity that is participating in an ITC.

ITC Participant Transfer Agreement: The agreement between an ITC Participant and the ITC pursuant to which the ITC Participant has transferred ownership or functional responsibility of its transmission facilities to the ITC.

ITC Rate Schedule: All schedules of rates, terms and conditions for ITC Service under this Tariff.

ITC Service: Services provided by an ITC under this Tariff.

ITC System: The portion of the Transmission System owned, controlled, or operated by an ITC and that is part of the Transmission Provider Transmission System as defined herein.

Large Load: Load with Demand of 50 MW or more associated with any facility or aggregation of facilities located at a single substation behind one or more Point(s) of Withdrawal from the Transmission System that is owned, operated, or controlled by: (a) a single entity, or (b) a group of entities that will coordinate with respect to the profile of the Load. Large Load does not include Load used exclusively for charging an Electric Storage Resource.

Large Load Equipment: Any of the facilities, devices, or equipment that constitutes a part of a Large Load, or are used to interconnect the Large Load to the Transmission System.

Large Load Network Upgrade: Those additions, modifications, and upgrades to be made to the Transmission System that are to be located inside the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load, including Transmission Owner's system protection facilities, which are required to accommodate the interconnection of the Large Load to the Transmission System and are additions, modifications, and upgrades the Transmission Provider, through the Large Load Project Review process, has found to be necessary for the Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to the Large Load Transmission Customer. The Large Load Network Upgrade(s) shall be set forth in Exhibit B to the Large Load Cost Recovery Agreement in the form of Attachment LLL to the Tariff.

Large Load Transmission Customer: A Transmission Customer taking or requesting to take Transmission Service on behalf of a Large Load.

Legitimate Risks: Business operation risks, incurred by a Market Participant, that increase as a result of providing any of the products described in the Tariff. These risks include, but

are not limited to, the risk of repair expenses; business interruption due to outages resulting from either a failure to start, or unplanned outages that occur when the facility is in service; regulatory restrictions; and disruptions from labor relations problems. These risks are in the nature of marginal costs included in Reference Levels. In contrast, the risk associated with fuel purchase price is not a component of Reference Levels, but rather a basis for the Fuel Cost Uncertainty Adder and some of the conduct thresholds under Module D.

Letter of Credit: A Credit Support Document taking the form found in Exhibit II of Attachment L to this Tariff.

Line Outage Distribution Factor (LODF): The percent of flow on line A, which is transferred to line B for the loss of line A.

Load: A term that refers to either an end-user of Energy, net of system losses, or the amount of Energy (MWh) consumed by such end-user within the Transmission Provider Region.

Load Forecast: An estimate of the amount of Energy (MWh) or Capacity (MW) to be consumed within the Transmission Provider's Region, prepared by the Transmission Provider based upon input from Local Balancing Authorities and Load Serving Entities, and used in the Transmission Provider's scheduling and dispatch decisions to ensure reliable operation of the MISO Balancing Authority.

Load Modifying Resource: A Demand Resource or Behind the Meter Generation Resource.

Load Modifying Resource Market Participant (LMR MP): A Market Participant that has the rights to control the energy demand or the energy production from a Load Modifying Resource.

Load Ratio Share: Ratio of a Transmission Customer's Network Load in a Zone to the total Load in that pricing Zone computed in accordance with Module B, Section 34.2 of this Tariff.

Load Serving Entity (LSE): Any entity that has undertaken an obligation to serve Load for end-use customers by statute, franchise, regulatory requirement or contract for Load located within or attached to the Transmission System, including but not limited to purchase-selling entities and retail power marketers with the obligation to serve Load. Where a distribution cooperative or a municipal distribution system otherwise covered by the prior sentence is a wholesale customer of a generation and transmission cooperative or a municipal Joint Action Agency, the generation and transmission cooperative, a state or federal agency or municipal Joint Action Agency may act as the Load Serving Entity for such distribution cooperative or municipal distribution system. Where retail Load switching occurs in a state, the entity with the obligation to serve Load is the LSE

Load Shedding: The systematic reduction of system demand by temporarily decreasing Load in response to a Transmission System Emergency, Local Transmission Emergency, or MISO Balancing Authority Area or Sub-Area Capacity shortages, system instability, or voltage control considerations under Module B and Module C, of this Tariff.

Load Zone: A Zone determined by Market Participants representing an aggregate area of consumption for a single Load Serving Entity within the MISO Balancing Authority Area and used for the purposes of scheduling, reporting Actual Energy Withdrawal volumes, and settling Energy transactions at aggregated Load levels, approved and maintained by the Transmission Provider to facilitate transactions. A Large Load receiving Interim

NITS service must represent both firm and non-firm portions of the Load as distinct Load Zones that cannot be combined with other Loads.

Local Balancing Authority (LBA): An operational entity or a Joint Registration Organization which is (i) responsible for compliance to NERC for the subset of NERC Balancing Authority Reliability Standards defined in the Balancing Authority Agreement for their local area within the MISO Balancing Authority Area, (ii) a Party to Balancing Authority Agreement, excluding MISO, and (iii) shown in Appendix A to the Balancing Authority Agreement.

Local Balancing Authority Area: Shall have the meaning set forth in the Balancing Authority Agreement.

Local Clearing Requirement (LCR): The minimum amount of Seasonal Accredited Capacity for an LRZ that is required to meet its LOLE for each Season while fully using the Zonal Import Ability for such LRZ and accounting for controllable exports.

Local Clearing Requirement Charge: A charge that is assessed to Load Serving Entities whenever an LRZ's Auction Clearing Price for a Season is increased due to its LCR being greater than the sum of individual Final PRMR of the LSEs.

Local Reliability Requirement (LRR): The minimum amount of Unforced Capacity for an LRZ to meet its LOLE for each Season, without considering transmission ties to systems outside of the LRZ.

Local Resource Zone (LRZ): A geographic area within the Transmission Provider Region that is prescribed by the Transmission Provider, based upon the criteria in Section 68A.3, to address congestion that limits Planning Resource deliverability.

Local Resource Zone Peak Demand: The Demand in MWs, for an LSE and/or EDC, in a Local Resource Zone that occurs coincident to the peak Demand for each Season in the Local Resource Zone, where all Demand has been augmented to include any known reductions in Demand related to LMRs.

Local Short-Term Reserve: Short-Term Reserve available to the Transmission Provider to address transmission constraints in any Reserve Zone(s).

Local Short-Term Reserve Requirements: The amount of Local Short-Term Reserve, as determined pursuant to Module C of the Tariff, that the Transmission Provider is required to procure in a Reserve Zone.

Local Transmission Emergency: Transmission System conditions or events that have the potential to exceed or have exceeded operating limits that do not pose a risk of cascading to the interconnection but require emergency-level actions.

Locational Marginal Price (LMP): A price for Energy at a given Commercial Pricing Node in the Transmission Provider Region which is the marginal cost of serving demand at the Commercial Pricing Node while meeting Zonal and Market-Wide Operating Reserve Requirements, Up Ramp Capability requirements, Down Ramp Capability requirements, and Short-Term Reserve Requirements. Such price may be either Ex Ante or Ex Post.

Long-Term Firm Point-To-Point Transmission Service: Firm Point To Point Transmission Service under Module B of this Tariff with a term of one (1) year or more.

Long Term Transmission Rights (LTTR): ARRs allocated in Stage 1A of the Annual ARR Allocation process. LTTRs carry annual rollover rights lasting ten (10) years or more.

Look Ahead Commitment (LAC): A process performed during the Real-Time Energy and

Operating Reserve Market that develops Resource commitment and decommitment options that may be used by the Transmission Provider to ensure sufficient Resources will be available to meet Load Forecast, Operating Reserve, Up Ramp Capability, Down Ramp Capability, Short-Term Reserve and other demand requirements for the near term intra-hour intervals.

Loss of Load Expectation (LOLE): An estimate of the average number of days with supply interruption to end use customers, whether for a single hour or multiple hours in a day.

Loss of Load Probability Curve: The probability of shedding firm Load under varying levels of Contingency Reserve shortages, to be used in accordance with Schedule 28. This curve is further described in the Transmission Provider's Business Practices Manual for the Energy and Operating Reserves Markets (BPM-002).

Loss Pools: A single Local Balancing Authority Area or an aggregation of Local Balancing Authority Areas, including those Local Balancing Authority Areas operated by Coordinating Owners consistent with the terms and provisions of the Coordinating Owners agreement, designated by the Transmission Provider for the purposes of calculating and distributing Day Ahead and Real Time Hourly Marginal Losses Revenue Surplus.

Lost Opportunity Cost: The LMP revenues that were not realized relative to a theoretical future operating point.

Narrow Constrained Area: An electrical area in the Transmission Provider Region identified by the IMM that is defined by one or more Binding Transmission Constraints, or binding Post Reserve Deployment Constraints (other than Sub-Regional Power Balance Constraints), or binding Sub-Regional Power Balance Constraint into the Second Planning Area, that are expected to be binding for at least five hundred (500) hours during a given year and within which one or more suppliers are pivotal.

Native Load Customers: The wholesale and retail power customers of Load Serving Entities on whose behalf the Transmission Owner(s) and ITC Participant(s), by statute, franchise, regulatory requirement, or contract, has (have) undertaken an obligation to construct and operate the Transmission Owner(s') and ITC Participant(s') system(s) to meet the reliable electric needs of such customers.

NERCNet: The NERC frame relay network.

NERC Registered Balancing Authority: A Balancing Authority that has registered pursuant to the NERC Organization, Registration and Certification Procedures, as required under the Balancing Authority's delegation agreement with NERC.

NERC Registered Transmission Operator: A Transmission Operator that has registered pursuant to the NERC Organization, Registration and Certification Procedures, as required under the Balancing Authority's delegation agreement with NERC.

NERC Registered Transmission Provider: A transmission provider that has registered pursuant to the NERC Organization, Registration and Certification Procedures, as required under the Balancing Authority's delegation agreement with NERC.

NERC Reliability Coordinator Standards of Conduct: The NERC agreement that requires

Reliability Coordinators to provide an explanation of how they are complying with the independence requirement and otherwise implementing the standards of conduct approved by the Board of Trustees.

NERC System Data Exchange (SDX): A NERC support service provided for the benefit of Reliability Coordinators and other system operators that facilitates the exchange of data among Reliability Coordinators.

Net Cost of New Entry (Net CONE): The capital, operating, financial and other costs of acquiring a new Generation Resource within the Transmission Provider Region for any designated LRZ, after netting out Inframarginal Rents.

North American Electric Reliability Corporation (NERC): The Electric Reliability Organization, or its successor organization, responsible for the oversight of Regional Entities established to ensure the reliability and stability of the regions.

North American Electric Standards Board (NAESB): The North American Electric Standards Board, or its successor.

Net Actual Interchange: Algebraic sum of all metered Interchange over all metered interconnections between two physically adjacent Balancing Authority Areas.

Net Benefits Price Threshold (NBPT): A value expressed in $/MWh corresponding to the point along the Net Benefits Supply Curve where elasticity is less than or equal to one for all greater quantities beyond which the benefits from the reduced LMP resulting from dispatching of DRR exceeds the payments made to the Demand Response Resources.

Net Benefits Supply Curve: A mathematical representation of the supply curve derived from prior year Real Time Offers of available Resources, excluding DRR, and other variables

that will be updated monthly by the Transmission Provider as new data becomes available.

Net Output: Net Output of a Facility during any Month means: i) with respect to the On-Site Self Supply of Station Power, the gross Energy output from the Facility less Station Power requirements for such Facility during that Month; or ii) with respect to the Remote Self Supply of Station Power, the aggregate of the gross Energy output from the Facility requiring Station Power service plus the Energy scheduled for Remote Self Supply to such Facility, less the Station Power requirements of such Facility during that Month. For the purposes of Schedule 20, any Energy that falls under the definition of Station Power must be netted against Energy produced during the Month.

Net Scheduled Interchange (NSI): The algebraic sum of all Interchange Schedules across a given path or between Balancing Authorities for a given period or instant in time.

Network Customer: An entity receiving Transmission Service pursuant to the terms of the Transmission Provider's Network Integration Transmission Service under Module B of this Tariff.

Network Integration Transmission Service: The Transmission Service provided under Module B of this Tariff. Unless expressly provided otherwise in this Tariff, Network Integration Transmission Service shall also include Interim NITS provided pursuant to Exhibit 4 of Attachment F.

Network Load: The Load that a Network Customer designates for Network Integration Transmission Service under Module B of this Tariff. The Network Customer's Network Load includes all Load served by the output of any Network Resources designated by the

Network Customer. A Network Customer may elect to designate less than its total Load as Network Load but may not designate only part of the Load at a discrete Point of Delivery. Where an Eligible Customer has elected not to designate a particular Load at discrete Points of Delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Module B of this Tariff for any Point To Point Transmission Service that may be necessary for such non-designated Load. Network Loads under Schedule 9 – Michigan of this Tariff for the Transmission System (Michigan) must be directly interconnected with the Transmission System (Michigan) or through the Distribution Facilities in the Transmission System (Michigan). Unless expressly provided otherwise in this Tariff, Network Load shall also include all portions of a Large Load taking Interim NITS service under Exhibit 4 of Attachment F.

Network Model: A representation of the Eastern Interconnection which contains generation, transmission, and Load elements.

Network Operating Agreement: An executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Network Integration Transmission Service under Module B of this Tariff.

Network Operating Committee: A group made up of representatives from the Network Customer(s), the Transmission Provider, and the affected Transmission Owner(s) established to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Module B of this Tariff.

Network Resource: Any designated Generation Resource, External Resource or portion thereof, that is owned or leased by a Network Customer, or whose output is under contract to a Network Customer, and that is designated under the Network Integration Transmission Service provisions of Module B in this Tariff. Network Resources do not include any Resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program.

Network Resource Interconnection Service (NR Interconnection Service): shall mean an Interconnection Service that allows Interconnection Customer to integrate its Generating Facility with the Transmission System in the same manner as for any Generating Facility being designated as a Network Resource. Network Resource Interconnection Service does not convey transmission service. Network Resource Interconnection Service shall include any network resource interconnection service established under an agreement with, or the tariff of, a Transmission Owner prior to integration into MISO, that is determined to be deliverable through the integration deliverability study process.

Network Upgrades: All or a portion of the modifications or additions to transmission related facilities that are integrated with and support the Transmission Provider's overall Transmission System for the general benefit of all Users of such Transmission System.

New LSE: A Load Serving Entity for new Load, within the Transmission Provider's Balancing Authority Area, that is served from Transmission Facilities under the functional control of the Transmission Provider as a result of a Transmission Owner transferring functional

control of its transmission facilities to the Transmission Provider through execution of the Transmission Owners Agreement, irrespective of whether such LSE is a new or an existing Member. An LSE that serves Load not already subject to RAR, shall be referred to as a "New LSE."

New Transmission Access Projects: Network Upgrades identified in Facilities Studies and agreements pursuant to requests for transmission delivery service or transmission interconnection service under this Tariff. This includes projects needed to maintain reliability while accommodating the incremental needs associated with requests for new transmission or interconnection service, as determined in Facilities Studies associated with such requests. These projects are either Generation Interconnection Projects or Transmission Delivery Service Projects.

Next-Hour Transmission Service: Point To Point Transmission Service that (i) is reserved for one (1) Hour and (ii) is requested within sixty (60) minutes before the start of the schedule.

Node: A physical location represented in the Network Model.

No Load Offer: The compensation request in a Generation Offer or Demand Response Resource Type II Offer, in dollars, by a Market Participant representing the fees requested by the Market Participant for operating a Generation Resource or Demand Response Resource Type II at zero (0) MW.

Non-Binding Settlement Zone: Any Reserve Zone with a Market Clearing Price for Regulating Reserve, Spinning Reserve, Supplemental Reserve, or Short-Term Reserve, as applicable, derived in the Day-Ahead Energy and Operating Reserve Market or in the Real-Time

Energy and Operating Reserve Market that has any zero Market Clearing Price Zonal Terms for Operating Reserves or Short-Term Reserve, used for the purposes of allocating Operating Reserve and Short-Term Reserve costs in accordance with Schedules 3, 5, 6, and 51, respectively.

Non-Disclosure Agreement: An agreement established between the Transmission Provider and affected parties governing the disclosure of Confidential Information; provided, however, that in the case of such an agreement between an Authorized Requestor and the Transmission Provider pursuant to Section 38.9.4 of the Tariff, the applicable form is appended to the Tariff as Attachment EE, wherein the Authorized Requestor is given access to otherwise restricted Confidential Information.

Non-Excessive Energy: Energy injected or withdrawn by a Resource at a Commercial Pricing Node in a Dispatch Interval in the Real-Time Energy and Operating Reserve Market that is less than or equal to that Resource's Excessive Energy Threshold.

Non-Firm Point-To-Point Transmission Service: Point To Point Transmission Service under this Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 14.7 of this Tariff. Non-Firm Point To Point Transmission Service is available on a stand alone basis for periods ranging from one (1) hour to one (1) month.

Non-Firm Sale: An Energy sale for which receipt or delivery may be interrupted for any reason or no reason, without liability on the part of either the buyer or seller.

Non-Firm Transmission Service: The portion of Load served under Non-Firm Point-To-Point Transmission Service, or under Interim NITS pursuant to Exhibit 4 of Attachment F.

Non-Foreign Guarantor: A Guarantor that is organized under the laws of a jurisdiction within the United States or Canada.

Non-Foreign Guaranty: A Corporate Guaranty accepted from a Guarantor that is organized under the laws of a jurisdiction within the United States or Canada.

Non-FTR Credit Limit: The amount of Unsecured Credit approved by Transmission Provider for Applicant and/or Tariff Customer, plus any Available Non-FTR Financial Security.

Non-FTR Potential Exposure: The sum of exposure values as defined in Section V.A of Attachment L to this Tariff. Included are all non-FTR related charge types.

Non-FTR Potential Exposure Violation: A condition that exists whenever a Tariff Customer's Non-FTR Potential Exposure equals or exceeds its Non-FTR Credit Limit as further defined in Section V.C of Attachment L to this Tariff.

Non-owner Member: Non-owner Member as defined in the ISO Agreement.

Non Public Power: For credit scoring purposes, any Applicant or Market Participant that does not meet the definition of a Public Power entity.

Non Public Power Composite Score: For credit scoring purposes, the weighted average value of the Non-Public Power Qualitative Score and the Non-Public Power Quantitative Score. The relative weights are forty percent (40%) and sixty percent (60%), respectively.

Non Public Power Qualitative Score: A component of a Non Public Power Composite Score which has, for credit scoring purposes, a value ranging from 1 to 6.99, with 1 being the best and 6.99 being the worst. The value is based on a review by the Transmission Provider of qualitative factors relative to an Applicant's business, including, but not limited to: i) regulatory; ii) legal; iii) demographic; and iv) energy supply/price factors as

provided in Attachment L to this Tariff.

Non Public Quantitative Score: A component of a Non Public Power Composite Score which has, for credit scoring purposes, a value ranging from 1 to 6.99, with 1 being the best and 6.99 being the worst. The value is based on a review by the Transmission Provider's credit scoring model in Attachment L to this Tariff.

Notification Deadline: The cut-off time, four hours prior to the operating hour, by which schedule changes must be reported to the Transmission Provider to enable it to reflect such changes in the RAC process or the LAC process.

Notification Deadline Dispatchable Intermittent Resource (DIR) Forecast: An optional notification, in MW, of a Forecast Maximum Limit for a DIR prior to the Notification Deadline. If a Notification Deadline DIR Forecast is not submitted, it will be deemed to be equal to the Day-Ahead Schedule.

Partial-Year FTR Allocation: The procedure used by the Transmission Provider to allocate FTRs to Market Participants in the new ARR Zones added as a result of Transmission Provider Region expansion that becomes effective after the start of the Annual ARR Allocation period. The Partial-Year FTR Allocation will cover the partial year period when the new ARR Zone(s) become effective to the start of the next Annual ARR Allocation. For the partial year period, the Market Participants in the new ARR Zone(s) may request an allocation of FTRs, which will be in lieu of an allocation of ARRs.

Party(ies): The Transmission Provider, ITC where appropriate, Market Participants, Transmission Customers, or any combination of the above.

Past Due Amount: Any amount invoiced by the Transmission Provider that is not paid when due.

Peak Reserved Source Set: Set of Resources including those constituting the Baseload Reserved Source Point that have met the Resource Qualification Requirements for inclusion as a Reserved Source Point for a given ARR Zone.

Peak Usage: A Market Participant's Total Forecasted Peak Load in a given ARR Zone for the upcoming Annual ARR Allocation period calculated using the immediate prior three year actual peak Loads. The Total Forecast Peak Load is the sum of the forecast Network Integration Transmission Service peak Load, excluding the portion of a Large Load taking Interim NITS, for the upcoming allocation period plus peak Load served by Option A – Grandfathered Agreements plus peak Load served by Option B – Grandfathered Agreements. Load that is associated with a Firm Service Step Up request shall not be included in the Total Forecast Peak Load calculation until all associated

Network Upgrades, Large Load Network Upgrades and/or ITO-Large Load Network Upgrades have been completed.

Penalty Level: A component of a mitigation measure described in Module D that represents the amount of Energy purchased by a Market Participant that is an LSE or represents an LSE in the Real Time Energy Market in excess of the Allowance Level the entity is subject to.

Physical Withholding Threshold Quantity: Threshold employed by the IMM to identify physical withholding by a supplier of Planning Resources for the Planning Resource Auction, expressed in MW.

Plan: The Transmission Provider's Market Monitoring Plan set forth in Module D of this Tariff.

Planned Transmission Outage: Any transmission outage scheduled for the performance of maintenance or repairs or the implementation of a system enhancement which is planned in advance for pre-determined duration and which meets the notification requirements for such outages as specified by the Transmission Provider.

Planning Advisory Committee: A committee of stakeholders established under the ISO Agreement for the purpose of providing input to the planning staff on the development of the MTEP.

Planning Area(s): A collective or alternative reference to the First Planning Area and/or the Second Planning Area.

Planning Coordinator: The entity responsible for the longer term reliability of its planning coordinator area.

Planning Reserve Margin (PRM): The percentage above forecasted Coincident Peak Demand of Planning Resources for the Transmission Provider Region in order to meet the LOLE.

This percentage will include a quantity sufficient to cover transmission losses.

Planning Reserve Margin Requirement (PRMR): The amount of ZRCs required of each LSE with Coincident Peak Demand in an LRZ to meet the LSE's Resource Adequacy Requirements in each Season.

Planning Resource: A Capacity Resource or Load Modifying Resource that can be used to satisfy PRMR.

Planning Resource Auction (PRA): Auctions conducted by the Transmission Provider to determine the ACP and the cleared ZRC Offers for each LRZ and ERZ for each Season in the applicable Planning Year.

Planning Year: The period of time from June 1st of one year to May 31st of the following year that is used for developing Resource Plans. The first Planning Year shall commence on June 1, 2009.

PMAX: The maximum Generator real power output reported in MWs on a seasonal basis.

PMIN: The minimum Generator real power output reported in MWs on a seasonal basis.

Point(s) of Delivery: Point(s) on the Transmission System where Capacity and Energy transmitted by the Transmission Provider will be made available to the Receiving Party under Module B and Module C of this Tariff. The Point(s) of Delivery shall be specified in the Service Agreement for Long Term Firm Point To Point Transmission Service or the HVDC Service Agreement.

Point(s) of Receipt: Point(s) of interconnection on the Transmission System where Capacity and Energy will be made available to the Transmission Provider by the Delivering Party under Module B and Module C of this Tariff. The Point(s) of Receipt shall be specified

in the Service Agreement for Long Term Firm Point To Point Transmission Service or the HVDC Service Agreement.

Point(s) of Withdrawal: The point(s) where a non-transmission facility that is used to withdraw Energy from the Transmission System to serve Load connects to the Transmission System.

Point-To-Point Transmission Service: The reservation of Capacity and of Energy on either a firm or non firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Module B of this Tariff.

Portfolio: For Multi-Value Project purposes, means two or more Multi-Value Projects proposed to be located in one or more Transmission Pricing Zones that, when evaluated together, are expected to result in system-wide benefits across the MISO footprint or benefits across the subregion. For purposes of the Portfolio, subregion refers to either the MISO Midwest MVP Cost Allocation Subregion or MISO South MVP Cost Allocation Subregion.

Post Reserve Deployment Constraints: The post zonal Operating Reserve and Short-Term Reserve deployment flows on the transmission constraints and Sub-Regional Power Balance Constraints, used to determine the Co-optimized Zonal Regulating Reserve Requirement, Co-optimized Zonal Contingency Reserve Requirement, Co-optimized Zonal Spinning Reserve Requirement, and Co-optimized Zonal Short-Term Reserve Requirement, for each Reserve Zone.

Post Reserve Deployment Constraints Demand Curve: Demand curves used to price Post Reserve Deployment Constraints.

Power Purchaser: The entity that is purchasing the Capacity and reserved Energy to be transmitted under this Tariff.

PPA Schedule: Schedule associated with a PPA that is executed after April 3, 2014.

Pre-Confirmed Application: An Application that commits the Eligible Customer to execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.

Price Sensitive Demand Bids: Demand Bids in which the Market Participant specifies a maximum price (dollars per MWh) at which the Market Participant desires to purchase the designated MWh of Energy.

Price Taker: A Market Participant with an Energy and/or Operating Reserve Offer not capable of setting LMPs or MCPs.

Production Costs: The Energy output cost of a Generation Resource or a Demand Response Resource-Type II based upon Start Up, No Load and Energy Offer cost components set forth in an Offer or the Energy reduction cost of a Demand Response Resource-Type I based upon Shut Down Offer, Hourly Curtailment Offer and Energy Offer cost components set forth in an Offer.

Project Cost: All costs for Network Upgrades, as determined by the Transmission Provider to be a single transmission expansion project, including those costs associated with seeking and obtaining all necessary approvals for the design, engineering, construction, and testing of the Network Upgrades. These Network Upgrades will include costs classified by the Transmission Owners and Independent Transmission Companies as transmission plant using the Uniform System of Accounts 350 through 359 or equivalent set of accounts for any Coordinating Owner.

Project Financial Security: The Cash Deposit or Irrevocable Letter of Credit described in Appendix 1 to Attachment FF of the Tariff that a Selected Developer is required to provide.

Proposal: A proposal to construct, implement, own, operate, maintain, repair, and restore all Competitive Transmission Facilities associated with a Competitive Transmission Project, in response to a Request for Proposal. Proposals may be submitted in one of two different forms: (i) a Single-Developer Proposal; or (ii) a Joint-Developer Proposal. The term "Proposal" shall include "Single-Developer Proposal" and "Joint-Developer Proposal".

Proposal Cure Period: A period of time, as set forth within Attachment FF, Section VIII.D.10, allowed for an RFP Respondent to correct deficiencies identified by the Transmission Provider in its previously submitted Proposal. The Proposal Cure Period commences upon notification by the Transmission Provider to an RFP Respondent of deficiencies in its Proposal.

Proposal Participant(s): Any entity or entities involved in a Proposal, excluding the RFP Respondent(s), that will co-own the Competitive Transmission Project and rely on the RFP Respondent(s) to be the Selected Developer(s) responsible for constructing and implementing the Competitive Transmission Facilities associated with the Competitive Transmission Project. Proposal Participants may be identified in a Proposal as responsible for one or more aspects of operations, maintenance, repair, or restoration, on terms comparable to those that would apply if the RFP Respondent(s) intended to rely on a third-party contractor.

Proposal Submission Deadline: The date and time Proposals must be submitted to the

Transmission Provider by in order to be considered and evaluated by the Transmission Provider. The Submission Deadline shall be no later than 5:00 PM EPT on the date specified in the RFP, which shall not exceed one hundred and sixty-five (165) Calendar Days from the date the RFP was issued by the Transmission Provider, unless such date falls on a Saturday, Sunday, or MISO observed holiday in which case the Proposal Submission Deadline shall be the next Business Day that is not a MISO observed holiday.

Proposed Generator Planned Outage: The planned removal from service, in whole or in part, of a Generation Resource for inspection, maintenance or repair for which the Generation Owner has sought or will seek approval from the Transmission Provider for such planned removal in accordance with the Business Practices Manuals.

Protected Information: Privileged and non public information to be maintained by the Transmission Provider.

Proxy Offers: The Offers created for resources that are deployed during Emergency operating procedures by the Transmission Provider as specified in Schedule 29A.

Pseudo-tie: A telemetered reading or value that is updated in real time and used as a tie line flow in the Area Control Error equation but for which no physical tie or energy metering actually exists. The integrated value is used as a metered MWh value for interchange accounting purposes. Pseudo tied status of Resources and Loads may only be changed during Network Model updates and the timing of such updates shall be as defined in the Business Practices Manuals.

Pseudo-tie Agreement: The Agreement between MISO and a Market Participant included as Attachment FFF-1 or Attachment FFF-2 to this Tariff, as applicable, outlining the terms and conditions of the real-time transfer of control of a generating unit or load to (or from)

the MISO Balancing Authority Area from (or to) a specified external Balancing Authority Area.

Public Power: For credit scoring purposes, an Applicant or Market Participant that is a not for profit municipality, cooperative, Joint Action Agency, or agent representing one or more Public Power entities and whose credit quality is directly derived from the credit quality of the Public Power entities represented through the agency relationship.

Public Power Composite Score: For credit scoring purposes, the weighted average value of the Public Power Qualitative Score and the Public Power Quantitative Score. The relative weights are sixty percent (60%) and forty percent (40%).

Public Power Qualitative Score: A component of a Public Power Composite Score which has, for credit scoring purposes, a value ranging from 1 to 6.99, with 1 being the best and 6.99 being the worst. The value is based on a review by the Transmission Provider of qualitative factors relative to an Applicant's business, including but not limited to: i) regulatory; ii) legal; iii) demographic; and iv) energy supply/price factors as provided in Attachment L to this Tariff.

Public Power Quantitative Score: A component of a Public Power Composite Score which has, for credit scoring purposes, a value ranging from 1 to 6.99, with 1 being the best and 6.99 being the worst. The value is based on a review by the Transmission Provider of various financial metrics as detailed in the Transmission Provider's credit scoring model in Attachment L.

Tangible Net Worth: All assets (excluding any intangible assets such as goodwill) less all liabilities (calculated in accordance with GAAP). Any such calculation may be revised by Transmission Provider upon review of the available financial information.

Target Allocation: A payment or charge to FTR Holders consistent with the Cost of Congestion in the Day-Ahead Energy and Operating Reserve Market.

Targeted Appendix A Project: The preferred solution to one or more Transmission Issues consistent with Attachment FF, Section I.C.1.b.i.e and recommended by MISO staff for inclusion in Appendix A of the current year MTEP.

Targeted Demand Reduction Level: The amount of demand reduction in MW that can be provided by a Demand Response Resource-Type I in response to a Contingency Reserve Deployment Instruction or Energy Commitment within the Contingency Reserve Deployment Period.

Targeted Monthly Recovery Amount (TMRA): The dollar target for recovery under the Schedule 10 ISO Cost Recovery Adder for each month based on the Transmission Provider's budgeted costs or forecasted costs to be recovered under Schedule 10 for that month exclusive of the costs to be recovered under Schedule 10-D and Schedule 10-G; and a true-up amount from the prior month, as provided in Schedule 10.

Tariff: Shall mean the Open Access Transmission, Energy and Operating Reserve Markets Tariff, including all schedules or attachments thereto, of the Transmission Provider as amended from time to time. The term Tariff shall endure to include any successor tariff or rate schedule approved by the Commission.

Tariff Customer: A Market Participant, Transmission Customer or Coordination Customer.

Third-Party Sale: Any sale for resale, in interstate commerce, to a Power Purchaser that is not designated as part of Network Load under Network Integration Transmission Service.

Third-Party Supply: The provision of Station Power for a Facility net of On-Site Self-Supply and Remote Self-Supply or instead of On-Site Self Supply and Remote Self-Supply, pursuant to an applicable retail rate or tariff.

Through Schedule: An Interchange Schedule in which both the Point of Receipt and Point of Delivery are external to the Transmission Provider Region.

Tolerance Band: The band within which there is no Excessive Energy or Deficient Energy calculated.

Topology Adjustment: Any positive adjustment due to the combined effect of incremental loop flow and topology changes occurring during the Real-Time Energy and Operating Reserve Market.

Total Credit Limit: The amount of any Unsecured Credit approved by Transmission Provider for Applicant and/or Tariff Customer, plus the amount of any Financial Security less any Financial Security restricted for alternative capitalization as defined in Section III of Attachment L to this Tariff approved by Transmission Provider and provided by the Applicant and/or Tariff Customer to Transmission Provider.

Total Forecast Peak Load: The sum of the forecast Network Integration Transmission Service excluding Load served through Interim NITS, peak Load for the upcoming allocation period plus peak Load served by Option A – Grandfathered Agreements plus peak Load served by Option B – Grandfathered Agreements. Load associated with a Large Load with a Firm Service Step Up request may not be included in the Total Forecast Peak Load

calculation until all associated Network Upgrades, Large Load Network Upgrades and/or ITO-Large Load Upgrades have been completed.

Total FTR Obligations: The sum of FTR Potential Exposure and FTR Auction Credit Allocation.

Total Multi-Value Project Benefit-to-Cost Ratio: The benefit-to-cost ratio associated with a specific Multi Value Project proposed to generate economic value and defined as the ratio of the present value of the total financially quantifiable benefit of the Multi Value Project evaluated over the first twenty years of the Multi Value Project's life to the present value of the annual revenue requirements of the Multi Value Project evaluated over the first twenty years of the Multi Value Project's life.

Total Potential Exposure: The sum of exposure values as defined in Section V of Attachment L to this Tariff.

Total Transfer Capability (TTC): The amount of electric power that can be moved or transferred reliably from one area to another area of the interconnected transmission systems by way of all transmission lines (or paths) between those areas under specified system conditions.

Transition Period: The six (6) year period beginning February 1, 2002, the first day the Transmission Provider began providing Transmission Service, and ending January 31, 2008, the last day of the sixth year after the Transmission Provider began providing Transmission Service.

Transitional Auction Clearing Price (Transitional ACP): The auction clearing price resulting from a Transitional Planning Resource Auction pursuant to Section 69A.11.9.b.

Transmission Charges: The revenue collected by the Transmission Provider under this Tariff related to Transmission Service, including the revenue collected for amounts billed under Module B, Schedule 26-A, Schedule 31, and Part I of Module F. Transmission Charges include, but are not limited to, Transmission Trust Revenues.

Transmission Charges Collection Agent: The Transmission Provider in its capacity as custodial agent for the collection of Transmission Charges, consistent with the provisions of Section 6A.

Transmission Congestion Credit: The allocated share of total transmission congestion charges credited to each FTR Holder.

Transmission Congestion Credit Target Allocation: A quantity in dollars equal to the Marginal Congestion Component at an FTR source and sink, times the FTR MW quantity for the settlement interval.

Transmission Congestion Payment: A payment to FTR Holders equal to the Transmission Congestion Credit Target Allocation for that Hour.

Transmission Constraint Demand Curve (TCDC): A curve used to price a transmission constraint during a dispatch interval in which the transmission constraint cannot be managed within its binding limit using the Security Constrained Economic Dispatch (SCED) engine.

Transmission Customer: Any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that the Transmission Provider file with the Commission, a proposed unexecuted Service Agreement to receive Transmission Service under Module B of this Tariff. This term is used in the Module A, Common Tariff

Provisions to include customers receiving Transmission Service under Module B of this Tariff, including any customer receiving HVDC Service.

Transmission Delivery Service Projects: New Transmission Access Projects needed to provide new Point To Point Transmission Service under Module B of the Tariff. The costs of Transmission Delivery Service projects shall be assigned and recovered in accordance with Attachment N to the Tariff.

Transmission De-rate: A reduction in the transfer capability on a constraint limit in the Real-Time Energy and Operating Reserve Market relative to the limit enforced in the Day-Ahead Energy and Operating Reserve Market.

Transmission Developer Applicant: An entity that submits a Transmission Developer Application.

Transmission Developer Application: The application submitted to the Transmission Provider by a Transmission Developer Applicant to become certified as a Qualified Transmission Developer by the Transmission Provider.

Transmission Issue: A reason to improve, expand or modify the Transmission System. These reasons may be compliance-based, economic-based, or reflect other local needs. Compliance-based reasons reflect the need to comply with all requirements imposed on the Transmission System performance by entities with jurisdiction or authority over all or part of the Transmission System including, but not necessarily limited to, i) compliance with Applicable Reliability Standards including NERC standards and applicable Regional Entity standards, ii) compliance with local reliability standards and requirements when applicable, iii) compliance with Transmission Owner standards if applicable, iv)

compliance with applicable state and federal laws, v) compliance with duly enacted laws and regulations passed by a local governmental entity, and vi) compliance with applicable regulatory mandates and obligations, including regulatory obligations related to serving load, interconnecting generation and providing transmission service. Economic-based reasons reflect the opportunity or obligation to provide added economic value to Transmission Customers through specific expansions of the Transmission System, where added economic value is the difference between the financially quantifiable benefits associated with specific expansions to the Transmission System and the financially quantifiable costs of those expansions. Economic value may be incremental to the value achieved from meeting a compliance requirement, or may stand on its own.

Transmission Loading Relief Procedures (TLR): A procedure used in the Eastern Interconnection to relieve potential or actual loading on a constrained facility or Flowgate.

Transmission Operator: Ensures reliability within the Transmission Provider Region by operating or directing the operation of transmission facilities.

Transmission Outage: The temporary removal from operations of elements of the Transmission System to perform routine or scheduled maintenance. Transmission Outages shall be coordinated by the Transmission Provider with the Transmission Owners and the rescheduling of these Transmission Outages may entitle the affected Transmission Owner to recover the costs associated with rescheduling the Transmission Outages.

Transmission Owner(s): Each member of the ISO whose transmission facilities (in whole or in

part) make up the Transmission Provider Transmission System. An ITC is not a Transmission Owner as defined herein. Those Transmission Owners or ITC Participants that are not public utilities under the Federal Power Act shall not become subject to Commission regulation by virtue of their status as Transmission Owners or ITC Participants under this Tariff; provided, however, that by transferring functional responsibility of their facilities classified as transmission and covered by this Tariff, those Transmission Owners or ITC Participants that are not public utilities under the Federal Power Act have agreed to participate in an ITC and/or the ISO in accordance with the terms of the ITC Participant Transfer Agreement. An ITC Participant is not, by virtue of participation in an ITC, a Transmission Owner as defined herein.

Transmission Pricing Zone: The pricing zones that the Transmission Provider uses to allocate revenues for services, such as Reactive Supply and Voltage Control.

Transmission Provider: MISO or any successor organization.

Transmission Provider Board: The Board of Directors of MISO.

Transmission Provider Committed Resources: A Resource that has been committed by the Transmission Provider in the Day-Ahead Energy and Operating Reserve Market, any RAC process, or the LAC process.

Transmission Provider's Forecast of Maximum Energy Transfer for Reliability Coordination Service: For purposes of Schedule 31, the monthly billing determinants derived by multiplying by the number of hours in the month, the Reliability Coordination Customer's peak demand for the month associated with its bundled retail customers and wholesale customers subject to Grandfathered Agreements.

Transmission Provider Region: The Transmission System and Region that: (i) function as a centrally coordinated system and (ii) operate, subject to the single set of Dispatch Targets and Setpoint Instructions determined and issued by the Transmission Provider.

Transmission Provider's Monthly Transmission System Peak: The maximum firm usage of the Transmission Provider's Transmission System in a Month.

Transmission Service: Point-To-Point Transmission Service provided under Module B of this Tariff on a firm and non-firm basis, including HVDC Service, and the Network Integration Transmission Service under Module B of this Tariff.

Transmission System: The transmission facilities owned or controlled by Transmission Owners that have conveyed functional control to the Transmission Provider, and are used to provide Transmission Service under Module B of this Tariff. The Transmission System includes transmission facilities owned or controlled by Transmission Owners, the functional control of which has been transferred to the Transmission Provider subject to Commission approval under Section 203 of the Federal Power Act. In addition, the Transmission System includes other transmission facilities owned or controlled by the Transmission Owner that are booked to transmission accounts and are not controlled or operated by the Transmission Provider but are facilities that the Transmission Owners, by way of the Agency Agreement, have allowed the Transmission Provider to use in providing service under this Tariff. While not part of the Transmission System, service over Distribution Facilities is available through the execution of a Service Agreement pursuant to Schedule 11 of this Tariff. The term Transmission System shall include the Transmission System (Michigan).

Transmission System (Michigan): The area directly served by those transmission facilities located within the Lower Peninsula of Michigan, which are owned or controlled by entities that have conveyed operational control of these facilities to the Transmission Provider. Transmission System (Michigan) shall not include facilities located in the Upper Peninsula of Michigan or the facilities of any investor-owned utility which are located within the Lower Peninsula of Michigan if such investor-owned utility was not a party to the Joint Open Access Transmission Tariff, Michigan Electric Transmission Company and International Transmission Company, FERC Electric Tariff, Original Volume No. 1, between January 1, 1997 and May 1, 2002.

Transmission System Emergency: Transmission System conditions or events that have the potential to exceed or have exceeded an Interconnection Reliability Operating Limit (IROL) and require mitigation in a timely fashion.

Transmission System Region: The Transmission System, Load and Generation Resources interconnected to the Transmission System.

Transmission Trust Revenues: The revenue collected by, received by, payable to, or to become payable to the Transmission Provider from Transmission Customers and Tariff Customers under this Tariff associated with or related to Transmission Service furnished under Module B, and Schedule 26-A that are required to be distributed solely to Transmission Owners or former Transmission Owners, including the revenue collected for amounts billed under Schedules 7, 8, 9, 21, 26, 26-A, 36, 37, 38, 39, and 45 and other schedules that may be added to this Tariff.

Transmission Usage Charge (TUC): A charge attributable to the increased cost of Energy

delivered at a given Commercial Node when the Transmission System is operating under constrained conditions or due to losses on the system. The TUC is the per unit charge to support a Through Schedule or Financial Schedule or Generator Self-Supply and is equal to the difference in the LMP at the sink and the LMP at source (in dollars per /MWh), which includes the Cost of Congestion and the Cost of Losses.

Existing Firm Transmission Service customers (wholesale requirements and transmission-only with a contract term of five-years or more, and retail customers, irrespective of term) of the Transmission Owner(s), ITC Participant(s), or Transmission Provider have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. For purposes of this Section 2.2, a request for Transmission Service made by an existing Firm Transmission Service customer in the exercise of the above right shall be known as a "Rollover Request."

This transmission reservation priority is independent of whether the existing customer continues to purchase Capacity and Energy from the Transmission Owner(s) or ITC Participant(s) or elects to purchase Capacity and Energy from another supplier. If a new request(s) for Transmission Service or Rollover Request(s) for the total amount of Capacity for a given Interface have been submitted on the OASIS ("Competing Queue"), and the Transmission System cannot accommodate all of the requests for Transmission Service, the existing Firm Transmission Service customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current just and reasonable rate, as approved by the Commission, for such service; provided that, the Firm Transmission Service customer shall have a right of first refusal at the end of such service only if the new contract is for five years or more. The existing Firm Transmission Service customer must provide notice to the Transmission Provider whether it will exercise its right of first refusal no less than one year prior to the expiration date of its transmission service agreement. Once the Competition Queue is established and if a Transmission Customer has submitted two Rollover Requests covering successive time periods, and the service period of the first in time Rollover Request is extended

due to a competing request, the second in time Rollover Request shall be annulled and the Transmission Customer shall lose its place in the transmission queue for the second in time Rollover Request. The Transmission Customer shall be required to submit a new Rollover Request and take a new place in the transmission queue to exercise its rollover rights in the time period subsequent to the expiration date of its first in time Rollover Request.

This transmission reservation priority for Rollover Request customers is an ongoing right that may be exercised at the end of all firm contract terms of five years or longer. Service agreements subject to a right of first refusal entered into prior to the date of the Transmission Provider's filing adopting the reformed rollover language herein in compliance with Order No. 890 or associated with a transmission service request received prior to July 13, 2007, unless terminated, will become subject to the five year/one year requirement on the first rollover date after the date of the Transmission Provider's filing adopting the reformed rollover language herein in compliance with Order No. 890; provided that, the one-year notice requirement shall apply to such service agreements with five years or more left in their terms as of the date of the Transmission Providers filing adopting the reformed rollover language herein in compliance with Order No. 890. This reservation priority only applies to the facilities of the Transmission Owner(s) or ITC Participant(s) where such facility costs have been included as part of the firm service rates that the Firm Transmission Service customer has been paying. If competing Rollover Request customers apply for service that cannot be fully provided, the priority rights will be ranked in accordance with first come, first served principles. If Rollover Request customers tie, then the capacity for which they receive priority rights under this Tariff shall be apportioned on a *pro rata* basis.

A Rollover Request customer shall be required to match the term of any new service request that: (a) was queued prior to the Rollover Request; (b) has been conditionally accepted by the Transmission Provider and subsequently confirmed by the new service requestor; (c) has the same start date as the Rollover Request and extends beyond the end date of the Rollover Request; and (d) has not already been awarded Capacity due to later queued Rollover Request(s) declining to match on term. The Rollover Request customer shall have three (3) business days to confirm a matching request. If the Rollover Request customer does not agree to match on term, the Rollover Request customer's Capacity shall be awarded to the new service request customer.

The Transmission Provider shall provide Point-To-Point Transmission Service and Network Integration Transmission Service pursuant to the applicable terms and conditions of this Tariff. Point-To-Point Transmission Service is for the receipt of Capacity and Energy at designated Point(s) of Receipt and the transmission of such Capacity and Energy to designated Point(s) of Delivery. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load in a manner comparable to that in which Transmission Owners utilize the Transmission System to serve their Native Load or other Network Customers. A Large Load Transmission Customer under this Module B must submit an application for Large Load Project Review for Transmission Service to serve a Large Load as set forth in Attachment FF of the Tariff.

Any Eligible Customer requesting Transmission Service under this Module B (other than an Eligible Customer requesting HVDC Service) may be eligible to request and receive FTRs associated with such request pursuant to the provisions of Module C of this Tariff. Any Eligible Customer seeking to request or receive FTRs must be a Market Participant.

Preamble

The Transmission Provider will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement. All rates, terms, and conditions governing Network Integration Transmission Service shall apply to Interim NITS provided pursuant to Exhibit 4 of Attachment F, except as expressly provided otherwise in this Tariff. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load in a manner comparable to that in which the Transmission Owners utilize the Transmission System to serve their Native Load or other Network Customers. Network Integration Transmission Service also may be used by the Network Customer to deliver economy Energy purchases to its Network Load from non-designated Resources on an as-available basis without additional charge. Transmission Service for sales to non-designated Loads will be provided pursuant to the applicable terms and conditions of Module B of this Tariff and/or any applicable ITC Rate Schedule.

An ITC may provide Network Integration Transmission Service pursuant to an ITC Rate Schedule to the extent both the Network Loads and the Network Resources are within the ITC System, provided that the Network Customer has an appropriate Service Agreement with the Transmission Provider. Network Resources located outside of the Transmission System (Michigan) will be required to obtain services under Schedule 9 of this Tariff in order to import such Network Resource(s) to the Transmission System (Michigan). Network Customers with Loads and Resources physically and directly interconnected with the Transmission System (Michigan) may also obtain Network Integration Transmission Service under Schedule 9 -

Michigan of this Tariff. Network Customers with Loads and Resources located both inside and outside (and vice versa) of the Transmission System (Michigan) may also obtain Network Integration Transmission Service under Schedule 9 of this Tariff. In addition, Transmission Service for sales to non-designated Loads that are not on the Transmission System (Michigan) will be provided pursuant to the applicable terms and conditions of Module B of this Tariff.

A. Network Integration Transmission Service is a Transmission Service that allows Network Customers to efficiently and economically utilize their Network Resources (as well as other non-designated Generation Resources) to serve their Network Load located in a Transmission Owner's, ITC, or ITC Participant(s) Local Balancing Authority Area or pricing zone and any additional Load that may be designated pursuant to Section 31 of this Tariff. The Network Customer taking Network Integration Transmission Service must obtain or provide Ancillary Services pursuant to Section 3 or any applicable ITC Rate Schedule.

B. The Large Load Transmission Customer taking Interim NITS must coordinate with the applicable Transmission Owner to establish a Commercial Pricing Node that is associated with the NITS service and a Commercial Pricing Node that is associated with the Interim NITS service as identified in Exhibit 4 of Attachment F. Actual Energy Withdrawals by the Large Load will first be allocated to the Commercial Pricing Node representing NITS service with any Actual Energy Withdrawals above the maximum amount of NITS service specified in Exhibit 4 of Attachment F being allocated to the Interim NITS service.

The Transmission Provider and, as applicable, ITC will provide Network Integration Transmission Service over the Transmission System to the Network Customer for the delivery of Capacity and Energy from its designated Network Resources to service its Network Loads on a basis that is comparable to the Transmission Owner(s') and ITC Participant(s') use of the Transmission System to reliably serve Native Load Customers.

Subject to the terms and conditions of Module B of this Tariff, the Transmission Provider or ITC will provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer completes an Application for service as provided under Module B of this Tariff, (ii) the Eligible Customer and the Transmission Provider in coordination with the affected Transmission Owner(s), and ITC complete(s) the technical arrangements set forth in Module B, Sections 29.3 and 29.4, (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Module B of this Tariff or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Commission, and (iv) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G, or requests in writing that the Transmission Provider file a proposed unexecuted Network Operating Agreement.

A Large Load Transmission Customer may elect to take Interim NITS pending completion of associated Network Upgrades, Large Load Network Upgrades and/or Impacted Transmission Owner Large Load Network Upgrade(s). Upon electing to take Interim NITS, the Large Load Transmission Customer must identify the amount of Load that will qualify for Firm Transmission Service and the amount of Load qualifying for Non-Firm Transmission Service pursuant to Exhibit 4 of Attachment F.

Firm Network Integration Transmission Service shall not commence until the Transmission Provider, the affected Transmission Owner, ITC, and the Network Customer, or a third party, have completed installation of all equipment specified under the Network Operating Agreement consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. The Transmission Provider and the affected Transmission Owner(s) and ITC shall exercise reasonable efforts, in coordination with the Network Customer, to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.

Interim Network Integration Transmission Service shall not commence until the Transmission Provider has completed all studies identifying the maximum amount of Non-Firm Transmission Service under the Network Operating Agreement consistent with Good Utility Practice.

There is no specific limitation upon a Network Customer's use of the Transmission System at the Interface(s) to the MISO Balancing Authority Area (where the Network Customer's Load is located) to integrate the Network Customer's Network Resources (or substitute economy purchases) with its Network Loads. However, a Network Customer's use of the Transmission Provider's or ITC's total Interface capacity with other transmission systems may not exceed the Network Customer's Load or the applicable Interface capacity; provided, however, that the usage restriction related to Load shall not limit an entity's ability to use Interface capacity to schedule a quantity of Energy in excess of Load to the extent such Energy is scheduled to meet the Network Customer's must offer requirements set forth in RAR of this Tariff.

Notwithstanding the foregoing, use of Interface capacity to serve the portion of a Network Customer's Network Load served under Interim NITS shall be on an as-available basis and subject to the limitations, Curtailment, and Interruption provisions of Section 33.5 of this Tariff. Inclusion of such Load in the Load-based usage limit under this paragraph shall not confer a right to firm use of Interface capacity to serve that portion of Load.

The Network Customer must designate the individual Network Loads on whose behalf the Transmission Provider or ITC will provide Network Integration Transmission Service. The Network Loads shall be specified in the Service Agreement. Network Loads taking service under Schedule 9 – Michigan must be directly interconnected with the Transmission System (Michigan) or through Distribution Facilities in the Transmission System (Michigan). Unless expressly provided otherwise in this Tariff, Network Load shall include all portions of a Large Load served on a non-firm basis under Exhibit 4 of Attachment F.

Under no circumstances shall the Network Customer's decision to cancel or delay a requested change in Network Integration Transmission Service (*e.g.,* the addition of a new Network Resource or designation of a new Network Load) in any way relieve the Network Customer of its obligation to pay the costs of transmission facilities caused to be constructed by the Transmission Provider or ITC and charged to the Network Customer as reflected in the Service Agreement. The Network Customer must provide to the Transmission Provider, via the OASIS, any request to defer the start of the long term service, including Network Integration Transmission Service, at least 31 days prior to the beginning of service. A Large Load Transmission Customer shall be limited to one request to defer the start of the Network Integration Transmission Service up to a period of 90 days for an incremental addition of Load in the intervening step-up period prior to full Load integration of a Large Load. The Transmission Provider must treat any requested change in Network Integration Transmission Service in a non-discriminatory manner.

If the Large Load does not commence operation or fails to operate at the approved Network Integration Transmission Service level in the Firm Service Step Up study within 90 days of the requested Service Commencement Date, the Transmission Provider may revoke the approval for the amount of Network Integration Transmission Service that failed to begin operation. Under no circumstances shall the Large Load Transmission Customer's decision to not commence operations or delay commencement of operations by more than 90 days beyond the requested Service Commencement Date, or the deferral period specified in this Section 31.5, in any way relieve the Large Load Transmission Customer of its obligation to pay the costs of

transmission facilities caused to be constructed by the Transmission Owner or ITC and charged to the Network Customer as reflected in the Service Agreement.

The Transmission Provider may defer providing service in the intervening step up period prior to full Load integration of a Large Load until construction of new transmission facilities needed to provide Transmission Service to the Large Loads are completed, as described in Exhibit 3 of Attachment F, whenever the Transmission Provider determines that providing the requested service would, without such new facilities or upgrades, impair or degrade reliability to any existing Firm Transmission Service.

The Large Load Transmission Customer acting on behalf of a Large Load may request Interim NITS pursuant to Exhibit 4 of Attachment F for the portion of the requested service deferred under the preceding paragraph or for service during the period prior to full Load integration. The Transmission Provider may defer providing such Interim NITS if, in its sole determination, providing that service would impair or degrade the reliability of any existing Firm Transmission Service irrespective of compliance with the Curtailment or Interruption obligations applicable under Exhibit F of Attachment G.

The Large Load Transmission Customer may not schedule delivery of Energy to a Large Load in excess of the aggregate level of Firm Transmission Service that has been approved for the Load additions in the intervening step-up period before full Load integration of a Large Load. Any withdrawal of Energy by a Large Load that is in excess of the aggregate level of firm service that has been approved for the Load additions in the intervening step-up period before full load integration of a Large Load not otherwise permitted under Exhibit F of Attachment G shall be subject to unreserved use charges and penalties as set forth in Section 33.5.

Notwithstanding the above provisions, a Large Load Transmission Customer taking Interim NITS may not schedule delivery of Energy to a Large Load in excess of the aggregate level of Firm Transmission Service and Non-Firm Transmission Service.

A. For purposes of Curtailment or Interruption, Interim NITS shall have a lower priority than (i) Firm Transmission Service and (ii) Transmission Service from Resources other than designated Network Resources for Network Customers not served under Interim NITS. Interim NITS shall have a higher priority than Non-Firm Point-to-Point Transmission Service of any duration. These priorities shall be applied on a non-discriminatory basis to transactions that effectively relieve the constraint, to the extent practicable and consistent with Good Utility Practice.

Among transactions serving Large Loads under Interim NITS that effectively relieve the constraint, Curtailments or Interruptions shall be made beginning with the Large Load having the most recent Service Commencement Date, to the extent practicable and consistent with Good Utility Practice.

B. The Transmission Provider shall, on a non-discriminatory basis, identify and curtail transaction(s) in order to effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, any Curtailment of Network Load not being served through Interim NITS will be shared by the affected Transmission Owner(s), or ITC Participant(s), and Network Customer in proportion to their respective Load Ratio Shares. The Transmission Provider shall not direct the Network Customer to curtail schedules to an extent greater than the Transmission Provider would curtail the Transmission Owner's, or ITC Participant schedules under similar circumstances.

CURTAILMENT OF NETWORK INTEGRATION TRANSMISSION SERVICE

Notwithstanding any other provisions of this Tariff, the Transmission Provider reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to curtail Network Integration Transmission Service without liability on the Transmission Provider's or Transmission Owner's, ITC's, or ITC Participant's part for the purpose of making necessary adjustments to, changes in, or repairs on the Transmission Owner's and ITC's lines, substations and facilities, and in cases where the continuance of Network Integration Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on the Transmission System or on any other system(s) directly or indirectly interconnected with the Transmission System, the Transmission Provider, consistent with Good Utility Practice, also may curtail Network Integration Transmission Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. The Transmission Provider will give the Network Customer as much advance notice as is practicable in the event of such Curtailment.

a) $10 per kW if the customer fails to respond within the required response period set forth in the Network Operating Agreement; or

b) $20 per KW if the customer fails to respond within a period of time equal to two times the response period set forth in the Network Operating Agreement. These charges shall apply only to the portion of the service that the Transmission Customer fails to curtail in response to a directive. The Transmission Provider shall compensate any affected Local Balancing Authority Areas or Generators for

their actual costs up to the amount recovered by the Transmission Provider. Any revenues in excess of actual costs shall be used to reduce the Transmission Provider's costs (for other than the penalized Transmission Customer) in Schedule 10, or, in the case of ITC Service, any revenues in excess of actual costs shall be applied as specified in the ITC Rate Schedule.

CURTAILMENT OF INTERIM NETWORK INTEGRATION TRANSMISSION SERVICE

The Transmission Provider reserves the right to curtail, in whole or in part, Interim Network Integration Transmission Service provided under this Tariff for reliability reasons when an Emergency or other unforeseen condition threatens to impair or degrade the reliability of the Transmission System or the systems directly and indirectly interconnected with the Transmission System. The Transmission Provider may elect to implement such Curtailments pursuant to the Transmission Loading Relief Procedures specified in NERC Reliability Standards and NAESB WEQ Business Practice Standards. The Transmission Provider reserves the right to interrupt, in whole or in part, Interim NITS provided under this Tariff for economic reasons in order to accommodate (i) a request for Firm Transmission Service; (ii) Transmission Service for Network Customers, other than Network Customers served under Interim NITS, from non-designated Resources. The Transmission Provider also will discontinue or reduce service to the Large Load Transmission Customer to the extent that deliveries for Transmission Service are discontinued or reduced at the Point(s) of Receipt. The Transmission Provider will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice. In the event that the Large Load Transmission Customer fails to cease or reduce

service in response to a directive by the Transmission Provider, the Large Load Transmission Customer shall pay the following penalties in addition to any other applicable charges:

a. $10 per kW if the Large Load Transmission Customer fails to curtail service within ten (10) minutes of a directive by the Transmission Provider;

b. $20 per kW if the Large Load Transmission Customer fails to curtail service within twenty (20) minutes of a directive by the Transmission Provider.

These charges shall apply only to the portion of the service that the Large Load Transmission Customer fails to curtail or interrupt in response to a Curtailment or Interruption directive. The Transmission Provider or ITC where applicable, shall compensate any affected Local Balancing Authority Areas or generators for their actual costs up to the amount recovered by the Transmission Provider or ITC, as applicable. Any revenues in excess of actual costs shall be used to reduce the Transmission Provider costs (for other than the penalized Large Load Transmission Customer) in Schedule 10 or, in the case of ITC Service, any revenues in excess of actual costs shall be applied as specified in an ITC Rate Schedule.

In the event that the Large Load Transmission Customer fails to cease or reduce service in response to a directive by the Transmission Provider on two (2) separate occasions within any rolling 365-day period, Interim NITS for the affected Large Load shall be permanently terminated and shall not be reinstated. Service to the affected Large Load under Firm Service Step Up or full Network Integration Transmission Service shall not commence until all equipment required under the Network Operating Agreement has been installed, tested, and placed in service consistent with Good Utility Practice, and all additional requirements reasonably and consistently imposed by the Transmission Provider to ensure the reliable

operation of the Transmission System have been satisfied. Failure to comply with a single directive shall constitute one occasion, regardless of whether more than one penalty threshold is exceeded.

A Market Participant may submit Bids for its Load at its Commercial Pricing Node. The Commercial Pricing Node can include an aggregation of Elemental Pricing Nodes or a portion of Elemental Pricing Nodes within a single Local Balancing Authority Area, provided that none of those Elemental Pricing Nodes is associated with a Large Load. Each Large Load must be represented by a single Commercial Pricing Node and may not be aggregated with other Commercial Pricing Nodes or included in a Load Zone with other Commercial Pricing Nodes. A Commercial Pricing Node may include an aggregation of Elemental Pricing Nodes associated with the same Large Load at a single Point(s) of Withdrawal. A Large Load taking both Firm Transmission Service and Non-Firm Transmission Service shall have separate Commercial Pricing Nodes for the portion of its Load associated with Firm Transmission Service and the portion associated with Non-Firm Transmission Service. For each such Large Load, Actual Energy Withdrawal shall first be associated with the Commercial Pricing Node for Firm Transmission Service, up to the amount of Firm Transmission Service available to serve that Large Load. Any Actual Energy Withdrawal exceeding that amount shall be associated with the Commercial Pricing Node for Non-Firm Transmission Service.

The Transmission Provider will maintain a list of defined Elemental Pricing Nodes that comprise Customer Load Aggregations for the purpose of forming the aggregated Load Zone. The Transmission Provider will maintain a list of defined Elemental Pricing Nodes that comprise a Large Load. Customer Load Aggregations will be settled using Ex Post LMPs for the associated Load Zone. Market Participants must submit Energy withdrawal data for Loads to the Transmission Provider using the same aggregations that were used in definition of the Load Zone. Market Participants can establish Customer Load Aggregations pursuant to the provisions

set forth in the Business Practices Manuals and must schedule using the established Customer Load Aggregations Load Zone. Day-Ahead Schedules for Customer Load Aggregation shall be settled using the same Load Zone for the Customer Load Aggregation.

Market Participants submitting Demand Bids at the Load Zone for the Customer Load Aggregation must submit the same information in the same form as described in Section 39.2.2. Market Participants are responsible for submitting withdrawal data for each Commercial Pricing Node where they represent Load including consumption information for Commercial Pricing Nodes defined as Load Zones for Customer Load Aggregation. The Transmission Provider will, for Settlement purposes apply any calculated Residual Load in each Local Balancing Authority Area to the withdrawal data for the Residual Load Zone in that Local Balancing Authority Area.

ARCs can register DRR, LMR, and/or EDRs. The resource represented by an ARC will be associated with a Commercial Pricing Node.

A. Registration

i. Information Requirements

Market Participants can establish resources pursuant to the provisions set forth in the Business Practices Manuals. An end use customer account shall be registered as a DRR, LMR, or EDR by only one Market Participant. The Transmission Provider will maintain a list of defined Elemental Pricing Nodes making up the Commercial Pricing Node that comprise injections of customer demand response. Any initial registration of or changes to a DRR, LMR, or EDR that an ARC manages, will require the ARC to provide information to the Transmission Provider and may be subject to LSE and LBA confirmation and RERRA approval.

ARC registration will include but not be limited to the following information, for each resource:

- LSE serving the Load, with relevant contact information as set forth in the Business Practices Manuals.
- Applicable RERRA(s), with relevant contact information as set forth in the Business Practices Manuals.
- Local Balancing Authority Area where the Load is located, with relevant contact information as set forth in the Business Practices Manuals.
- Measurement and Verification procedures selection as specified in Attachment TT or Schedule 30.
- List of end use customer account number(s) and other relevant customer information,

including the Electric Distribution Company and/or LSE and related account number to identify the unique end use customer(s) comprising each demand asset to be offered by the ARC, as set forth in the Business Practices Manuals.

- Maximum level of participation (MW) and location of the DRR, LMR, or EDR being registered.
- Contracts that entitle the ARC to operate the demand resource to curtail Load in response to the Transmission Provider's dispatch.
- An attestation by the ARC that it has established and will maintain all necessary arrangements with the RERRA, EDC and/or LSE, as appropriate, and that it and its LMRs comply and will continue to comply with all necessary approvals and arrangements for the DRR, LMR or EDR to participate in the Transmission Provider's markets consistent with its Tariff and Business Practices Manuals, and will not engage in fraud, market manipulation, or gaming.
- An attestation by the ARC that no part of the DRR, LMR, or EDR is being served through Interim NITS.

ii. Process to identify double-counting

The Transmission Provider will coordinate with relevant parties to assist in the review of information provided to determine whether such end use customer is currently registered in the Transmission Provider's markets as part of an existing resource, to avoid the potential of double-counting of such end use customer, as set forth in the Business Practices Manual. Proposed resources that include one or more end use customers already included in a registered resource with the Transmission Provider will be rejected.

iii. Notifications and Approvals

1. RERRA

(a) ARC certification

To establish eligibility for registration, the ARC must certify the following for each end use customer included in the DRR, LMR, or EDR.

a. Where the relevant utility distributed more than four million MWh in the prior fiscal year, an ARC must certify that the laws, regulations, or order(s) of the RERRA do not preclude the end use customer from participating directly in the Transmission Provider's Energy and Operating Reserve Markets, providing Capacity under RAR of the Tariff, or being used as an EDR resource. The ARC may also state whether the RERRA specifically permits such participation by the end use customer; or

b. Where the relevant utility distributed four million MWh or less in the prior fiscal year, an ARC must certify that the laws, regulations, or order(s) of the RERRA specifically permit the end use customer to participate directly in the Transmission Provider's Energy and Operating Reserve Markets, to provide Capacity under RAR of the Tariff, or to be used as an EDR resource.

If an ARC proposes to register the same end use customer(s) as multiple resource types, the Transmission Provider shall review each registration independently.

(b) RERRA notification and approval

The Transmission Provider will notify the RERRA(s) following the submission of a DRR, LMR, or EDR registration by an ARC. Such notification shall include the following

information as relevant to each resource type: the ARC name, LSE name(s), resource type, end use customer account number(s), effective date and termination date and their maximum level of participation, subject to the appropriate protection of any Confidential Information. The Transmission Provider will wait ten (10) Business Days before approving such DRR, LMR, or EDR registration to allow an opportunity for the RERRA(s) to contest the ARC registration provided, however, a RERRA will be able to contest an ARC registration at any time.

RERRA(s) may elect to notify the Transmission Provider if applicable laws or regulations expressly prohibit (for A.iii.1.(a) above) or do not explicitly permit (for A.iii.1.(b) above) an end use customer's participation in the Transmission Provider's markets. Upon receipt of such a notification from the RERRA(s) for ARC registrations subject to section A.iii.1(a) above, the Transmission Provider will reject the ARC's registration. In the event that Transmission Provider receives no such notification from the RERRA(s), the relevant section A.iii.1(a) ARC registration will not be rejected by Transmission Provider as a result. With respect to ARC registrations subject to section A.iii.1(b) above, the Transmission Provider will deem the ARC's registration rejected if the relevant RERRA(s) do not affirmatively notify Transmission Provider of acceptance within ten (10) days.

The Transmission Provider may continue to accept offers from the ARC, unless and until the Transmission Provider receives a notification from the RERRA that either (a) rejects the certification provided by the ARC, or (b) claims loss of eligibility of one or more end use customers included in a resource registered with the ARC. Upon receipt of such a notification, the Transmission Provider shall inform the ARC, which shall immediately cease to offer the portion of the resources based on end use customers deemed ineligible by the applicable

RERRA. The ARC shall only be allowed to include in its offer such previously disqualified end use customers if the RERRA subsequently notifies the Transmission Provider that the ARC and relevant end use customers are eligible to participate. Offers tendered and cleared before the RERRA provides the Transmission Provider with notice of contested certification will be honored. Offers tendered and cleared after the RERRA provides the Transmission Provider with notice will not be honored by the Transmission Provider. For offers involving the PRA, once the PRA offer window closes all offers tendered will be deemed accepted by the Transmission Provider.

2. LBA and LSE or EDC

The LSE or EDC, and LBA will have access to relevant information used by the Transmission Provider, subject to the appropriate protection of any Confidential Information. The DRR, LMR, or EDR information accessible to the LSE and LBA includes, but is not limited to, the following information as relevant to each resource type: ARC name, resource type, effective date, termination date, LBA name, LSE name(s), CPNode name, EPNodes that comprise the resource, Load Zone CPNode name, end use customer account number(s), meter identification number(s), maximum level of participation, Measurement and Verification methodology, coincident peak dispatch information for use in Peak Load Contribution calculations, legal ownership or contractual relationships with the relevant resource and the ARC offering such resource, and RERRA name.

Upon the submission of a new or change to a DRR, LMR or EDR for approval, the contact person(s) identified for the relevant LBA and LSE will receive notification requesting them to access the information provided and review their pending tasks. The Transmission

Provider will provide the LBA and LSE ten (10) Business Days in total to take any necessary action(s). In the event that the LBA or LSE does not take action within ten (10) Business Days of being notified, the registration will be deemed approved by default. The tasks to be performed by the LSE and/or LBA shall be set forth in the Business Practices Manuals.

LBAs will work with the Transmission Provider to review the composition of CPNodes proposed by ARCs. The Transmission Provider will provide LBAs with access to the electrical location and magnitude of each resource registered by an ARC to perform operational planning studies. If the LBA takes no action, the EPNode will be assigned by the Transmission Provider. If the LBA confirms the DRR, then the LBA shall identify the EPNode assignment.

If the LSE takes no action, the Load Zone associated to the DRR, LMR, or EDR will be assigned by the Transmission Provider. If the LSE confirms the DRR, LMR, or EDR, then the LSE shall identify or approve the Load Zone associated with the DRR, LMR, or EDR.

During the time that spans the date the ARC submits an addition of or change to a DRR, LMR, or EDR, and the time that the addition of or change to a DRR, LMR, or EDR is confirmed by both the LSE and LBA, whether explicit or by default, the addition of or change to a DRR, LMR, or EDR will be considered unapproved and therefore incapable of participating in the applicable Transmission Provider Markets.

If the LSE or LBA objects to the accuracy of relevant information provided in a new or updated DRR, LMR, or EDR registration, then the ARC may work with the relevant LSE or LBA to resolve the objection and re-submit the registration for the appropriate registration deadline. If the ARC and the LSE or LBA are unable to reach resolution, then the ARC may pursue Alternative Dispute Resolution in accordance with Attachment HH.

3. Large Load Transmission Customer

For each Large Load registered by an Aggregator of Retail Customers, the Large Load Transmission Customer must certify that the DRR, LMR, or EDR is being registered at a maximum Demand that is less than or equal to the total amount of Firm Transmission Service provided to the Large Load. This requirement is applicable to Large Loads only. A Large Load being registered by an Aggregator of Retail Customers may not be included in an aggregation of other Loads.

B. Market Activities

i. Demand Response Resources

Market Participants must participate using the established Commercial Pricing Node. The Transmission Provider will communicate the quantities of the DRRs cleared in the Day-Ahead Energy and Operating Reserve Market and/or Real-Time Energy and Operating Reserve Market to the ARC and the applicable LBA. The Transmission Provider will communicate the quantities of the DRRs cleared in the Planning Resource Auction to the ARC and the applicable LBA.

The Transmission Provider will provide the LBA in which a DRR has a Day-Ahead Schedule information including, but not limited to, the following: the name of the DRR CPNode and the MW quantity of the Day-Ahead Schedule for each DRR CPNode.

ii. Load Modifying Resources

The Transmission Provider will communicate the quantities of the LMRs cleared in the Planning Resource Auction to the ARC and the applicable LBA. The Transmission Provider will communicate the quantities of LMRs issued Scheduling Instructions to the applicable Local

Balancing Authority when instituting Emergency procedures.

iii. Emergency Demand Response Resources

The Transmission Provider will communicate the quantities of EDR resources offered through Schedule 30 protocols to the applicable Local Balancing Authority when instituting Emergency procedures.

C. Metering

DRRs, LMRs, and/or EDR resources registered by ARCs must meet the metering requirements specified in Module C, Module E-1, Schedule 30, or Attachment TT, as applicable.

D. Settlements

i. Demand Response Resources

The ARC's day-ahead and real-time transactions will be settled using LMP and/or MCP, as applicable, for the Resource's Commercial Pricing Node, in accordance with Module C. ARCs must submit meter data for the DRR to the Transmission Provider using the same aggregations that were used in the definition of the asset.

The DRR settlement information can be viewed by the LSE and LBA via the Market Portal once the Hourly Ex Post LMPs are approved. The DRR settlement information accessible to the LSE and LBA via the Market Portal includes but is not limited to the: meter data, calculated baseline, MW reduction and hourly Dispatch Target for Energy.

The Transmission Provider shall review the participation of an ARC in the Energy and Operating Reserve Markets when the ARC's settlements are successfully disputed more than ten percent (10%) of the time by a relevant LSE.

The Transmission Provider shall have thirty (30) days to conduct a review pursuant to

this Section. The Transmission Provider shall refer the matter to the RERRA, and may refer the matter to the Independent Market Monitor, if the review indicates the relevant ARC and/or LSE is engaging in activity that is inconsistent with the Tariff or Business Practices Manuals.

DRRs that clear the PRA will be settled in accordance with Module E-1.

ii. Load Modifying Resources

LMRs that clear the PRA will be settled in accordance with Module E-1.

iii. Emergency Demand Response Resources

EDRs will be settled as described in Schedule 30.

E. Audit Rights

The Transmission Provider has the right to audit or verify the information provided by the ARC including, but not limited to, information related to the registration, claimed capacity, operations, modeling, metering, settlements and/or any other information related to the participation of the DRR, LMR or EDR under this Tariff. The ARC shall maintain individual end use customer performance data and information related to the registration, claimed capacity, operations, modeling, metering, and/or settlements for five (5) years.

An LSE that is a Market Participant that intends to submit Offers for demand response on behalf of eligible end use customers must register the asset. Only the portion of a Large Load served by Firm Transmission Service may register as a Demand Response Resource. The demand response represented by a Market Participant shall be deemed an asset for which a Commercial Pricing Node will be established. The Transmission Provider will maintain a list of defined Elemental Pricing Nodes that comprise injections of customer demand response.

Market Participants can establish resources pursuant to the provisions set forth in the Business Practices Manuals and must schedule using the established Commercial Pricing Node. DRR registration by the LSE serving the Load will include but not be limited to the following information, for each resource: (i) LSE serving the Load; (ii) Local Balancing Authority Area where the Load is located; (iii) Measurement and Verification procedures; (iv) list of end use customer accounts that are part of the Demand Response Resources being registered, including names and addresses of such end use customers; and (v) maximum level of participation of each registered asset. The Market Participant must demonstrate to the Transmission Provider's satisfaction that the Market Participant may operate the demand resource with how it is described and offered, including but not limited to any contractual relationship that specifies what the end-use customer is providing to the Market Participant. A copy of a contract with an end-use customer will not be required if the Market Participant can demonstrate to the Transmission Provider's satisfaction that it owns or is the end-use customer. The Market Participant must demonstrate to the Transmission Provider's satisfaction that the portion of the Large Load being registered as a Demand Response Resource has Firm Transmission Service.

DRR information will be made available to the LBA as soon as an addition of or change

to a DRR is submitted for approval. The DRR information will be provided by the LSE and accessible to the LBA including, but is not limited to, the following type of information: resource type, DRR owner name, DRR effective date, DRR termination date, LBA name, LSE name, DRR Commercial Pricing Node name, LSE Commercial Pricing Node name, address, controllable load or behind the meter generation capability and method for achieving its performance, Measurement and Verification methodology, and EPNodes that comprise the DRR.

The DRR settlement information can be viewed by the LSE and/or LBA via the Market Portal once the Hourly Ex Post LMPs are approved. The DRR settlement information accessible to the LSE and LBA via the Market Portal includes but is not limited to the: meter data, calculated baseline, MW reduction and hourly Dispatch Target for Energy.

Process to identify double-counting: The Transmission Provider will coordinate with relevant parties to assist in the review of information provided to determine whether such retail customer is currently registered as part of an existing demand asset, to avoid the potential of double-counting of such demand asset, as set forth in the Business Practices Manual. Proposed demand assets that are already registered with the Transmission Provider will be rejected.

The Transmission Provider will reject demand assets that are double-counted.

The Transmission Provider will provide the LBA in which a DRR has a Day-Ahead Schedule information including, but will not be limited to, the following information: the name of the DRR CPNode and the MW quantity of the Day-Ahead Schedule for each DRR CPNode.

Audit Rights: The Transmission Provider has the right to audit or verify the information provided by the LSE including, but not limited to, any and all information related to the registration, ownership or contractual relations, claimed capacity, operations, modeling,

metering, settlements and/or any other information related to the participation of the DRR, LMR or EDR under this Tariff. The LSE shall maintain individual end use customer performance data and information related to the registration, Transmission Service, claimed capacity, operations, modeling, metering, and/or settlements for five (5) years.

A Partial-Year FTR Allocation will be conducted for the Market Participant in the new ARR Zones added as a result of Transmission Provider Region expansion that becomes effective after the start of the Annual ARR Allocation period. The Partial-Year FTR Allocation will cover the period of time when the new ARR Zones become effective up to the start of the next Annual ARR Allocation. For the partial year period, the Market Participants in new ARR Zone(s) may request an allocation of FTRs, which will be in lieu of an allocation of ARRs.

As part of the integration of new ARR Zones, the Transmission Provider will conduct a mid-cycle Annual ARR Registration for the Market Participants in the new ARR Zone(s). The ARR registration process will be held according to Section 43.2.1 of the Tariff, with the Reference Year comprised of the four full seasons prior to the Annual ARR Registration associated with the integration of the applicable ARR Zones. Market Participants must provide data that satisfies the same requirements as laid out in Sections 42 and 43. The Partial-Year FTR Allocation and the ensuing Annual ARR Allocation will use the ARR Entitlements from the mid-cycle ARR registration. To meet the Generation Resource Qualification Requirements, Market Participants may request the exception described in Section 43.2.1.a.ii.

The Partial-Year FTR Allocation will consist of a single-round nomination and allocation using the Simultaneous Feasibility Test (SFT) similar to the Annual ARR Allocation process. Market Participants of Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, and Option A GFA Transmission Service may nominate up to the Forecasted Peak Load (less the portion of the Load served under Carved-Out or Option C GFAs) of the remaining seasons of the current ARR allocation period. Market Participants of Point-to-Point Transmission Service may nominate up to the eligible Point-to-Point

Transmission Service MW amount. The Partial-Year FTR Allocation and the allocated FTRs will cover the peak and off-peak periods for each of the remaining seasons of the partial year. The process will be conducted with base loading from the latest Annual FTR Auction models to ensure the Simultaneous Feasibility of all existing FTRs. The Transmission Provider will build seasonal allocation models to be used in the Partial-Year FTR Allocation from data submitted for the Network and Commercial Models that includes the information submitted by Market Participants in the new ARR Zone(s). Transmission capacity resulting from updating the loopflow assumptions will also be used for allocating FTRs to the Market Participants in the new ARR Zone(s) during the Partial-Year FTR Allocation process. Market Participants in the new ARR Zone(s) may participate in the monthly FTR Auctions pursuant to Section 45 of the Tariff, following the Partial-Year FTR Allocation, for each complete month beginning with the integration date.

In subsequent Annual ARR Allocation periods, the Market Participants shall follow the nomination and allocation procedures specified in Section 43.2.4 for the allocation of ARRs. The Year 1 Annual ARR Allocation process for the Market Participants in the new ARR Zones will be the first full allocation period that begins immediately after the end of the partial year period.

The Transmission Provider shall make ARRs for existing entitlements registered through the Annual ARR Registration process available to Market Participants based on a multi-stage allocation/nomination methodology. In each stage, the Transmission Provider shall provide Market Participants with the opportunity to be allocated ARRs from RSPs as described in Section 43.2.4a, based on the Peak Usage. Market Participants representing LSEs with service obligations shall be entitled to participate in Stage 1A, provided, that, the Transmission Provider may give priority to LSEs with long-term power supply arrangements in Stage 1A when the Transmission Provider needs to limit the amount of existing transmission capacity available for Stage 1A to a level that is able to support the reasonable needs of all LSEs.

The Transmission Provider shall provide two (2) nomination and allocation stages for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus all Option A and Option B Grandfathered Agreements and for all Point-To-Point Transmission Service. For each stage and each category, within each stage, ARR nomination eligibility will be equal to maximum nomination eligibility (total of forecast Peak Network Load served under Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS service, plus Grandfathered Service; or total Point-To-Point reservation amount multiplied by an ARR Stage Factor less the MW quantity of ARRs allocated in any previous stage; provided, that a Market Participant may aggregate the total MW of its Firm Point-To-Point Transmission Service reservations and allocate them between eligible Points of Delivery and Points of Receipt. The ARR Stage Factors shall be:

Stage 1A: Fifty percent (50%) of Peak Usage; otherwise the Candidate Baseload ARR Rights.

Stage 1B: One hundred percent (100%) of Peak Usage; otherwise the Candidate Peak ARR Rights.

These two stages constitute Stage 1.

The Transmission Provider shall allocate ARRs to Market Participants in each stage only to the extent that the Transmission Provider determines that such ARRs satisfy its Simultaneous Feasibility Test (SFT). The Transmission Provider will allocate infeasible ARRs only to the extent needed to ensure the full MW allocation of Stage 1A nominated LTTRs from the prior year's Annual ARR Allocation. Allocated ARRs are obligations.

a. Stage 1A – Nomination and Allocation Procedures.

i. The Transmission Provider will enter all LTTRs from the current Annual ARR Allocation period into this stage. Market Participants are eligible to nominate CARRs up to fifty percent (50%) of the sum of their forecasted Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, peak load in each ARR Zone in which they serve Load for the upcoming Annual ARR Allocation period, plus Option A and Option B Grandfathered Agreements. This will constitute the Candidate Baseload ARR Rights for each Market Participant. The source of the Candidate Baseload ARR Rights will be any of the RSPs in the BRSS for each of the corresponding ARR Zones up to the qualified Market Participant's pro rata Load share of the ARR Zone. Market Participants may request incremental or new nominations from Stage 1A ARR Entitlements. Market Participants eligible to submit LTTR termination requests pursuant to Section 43.2.5 may do so only during this stage.

In addition, Market Participants are eligible to nominate up to fifty percent (50%) of the reservation MW quantity for each of the applicable annual or longer Firm Point-To-Point Transmission Service entitlement.

(a) Baseload Resource Source Set. The BRSS shall consist of Baseload Supply Resources that have met the Resource Qualification Requirements for inclusion as a Reserved Source Point for a given ARR Zone and entitlements created pursuant to Section 43.2.1(a)(v). Interfaces are understood to serve as proxies for Baseload Supply Resources located external to the Transmission Provider Region and are eligible for inclusion in the BRSS.

(b) Baseload Supply Resources. Baseload Supply Resources shall consist of supply Resources with an average capacity factor of at least fifty percent (50%) over the Reference Year and the two (2) years previous to the Reference Year for a total of three (3) years, or the life of the unit to the extent the unit had not been in operation for three (3) years up to and including the Reference Year. In determining capacity factors for supply Generation Resources, data from the single month of the 36-month period with the lowest capacity factor for that supply Generation Resource will be excluded.

For Point-To-Point Transmission Service Network Resources external to the Transmission Provider Region, the holder of the service may opt to use the above process to the extent that the supply Resource behind the

Transmission Service can be identified, where the LSE has a Capacity and Energy interest through a contract or ownership and the Capacity factor of the Resource is at least fifty percent (50%).

The holder may also opt to use the scheduling factor of the Transmission Service. If the scheduling factor of the Transmission Service or comparable transmission service is used, that scheduling factor must also be at least fifty percent (50%) to qualify as a Baseload Supply Resource. For new Generation Resources, a class average for the technology type shall be used.

(c) Limitation to Baseload Usage. Since Candidate Baseload ARR Rights are based on Baseload Usage in a given ARR Zone, a Market Participant cannot request more ARRs sinking in a particular ARR Zone in Stage 1A than their Baseload Usage in that ARR Zone.

Candidate ARRs (CARRs) equal to one hundred percent (100%) of the Option B Grandfathered Agreements, that were registered with the Transmission Provider pursuant to Section 43.2.2, are automatically included in Stage 1A. The Transmission Provider shall not allocate to Market Participants ARRs representing Option B Grandfathered Agreements that are determined to be feasible.

Such ARRs are used by the Transmission Provider as an accounting mechanism to determine revenue adequacy of any congestion cost refunds to Option B Grandfathered Agreements. Stage 1A includes eight (8)

independent nominations: one (1) of each of the four (4) Seasons and two (2) time periods (On-Peak and Off-Peak). The Transmission Provider shall perform an SFT for each season and time period for the Stage 1A Candidate ARRs ("CARRs"). CARRs are curtailed in each season and time period as required to achieve simultaneous feasibility, provided, that LTTRs already allocated in the prior year shall not be curtailed.

ii. CARRs for Option B Grandfathered Agreements shall be included in the Stage 1A nomination at the full MW quantity of the existing entitlement that was registered with the Transmission Provider pursuant to Section 43.2.2, even if these nominations exceed the Stage 1A cap for CARRs for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus Grandfathered Agreements.

CARRs for service under the Tariff and for Option A Grandfathered Agreements may be nominated in addition to the Option B Grandfathered Agreements up to the Stage 1A cap for CARRs for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus Grandfathered Agreements.

iii. Where the MW quantity of Option B Grandfathered Agreements exceeds the Stage 1A limit for CARRs for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus Grandfathered Agreements, Stage 1A nominations for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus

Grandfathered Agreements will include only Option B Grandfathered Agreements. Any Option B Grandfathered Agreements over the Stage 1A limit for CARRs for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus Grandfathered Agreements are taken into account in subsequent stages by reducing the size of subsequent stages for the purpose of determining nomination eligibility for CARRs for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, plus Grandfathered Agreements.

iv. All new or incremental nominations in Stage 1A (i.e., nominations not associated with allocated LTTRs in the prior-year) will be subject to the Simultaneous Feasibility Test, and will be allocated only to the extent feasible. The Simultaneous Feasibility Test will be performed on a market-wide, non-ARR Zone basis.

v. In a Market Participant's year 2 and ensuing Annual ARR Allocations, the Market Participant is guaranteed the MW quantity for a Stage 1A CARR (candidate LTTR) up to the current Annual ARR Allocation period's corresponding LTTR MW quantity. Where the LTTR Restoration and Termination Stage is unable to fully allocate such CARR, the Transmission Provider will assign infeasible ARRs for the un-restored MW portion of the CARR. The infeasible ARRs shall be subject to the same settlement terms and conditions as other allocated ARRs. The cost, if any, of infeasible ARRs will be funded by all Stage 1A ARR Holders (i.e., Long Term Transmission Rights (LTTR) holders) in the ratio share of the MW

quantity of LTTRs allocated in the current Annual ARR Allocation. The allocated LTTRs for each Market Participant will be the sum of the allocated LTTRs, the feasible and infeasible ARRs, assigned following the LTTR Restoration and Termination Stage pursuant to Section 43.2.5.

b. Stage 1B Nomination and Allocation Procedures. In Stage 1B, Market Participants are eligible to nominate CARRs up to one hundred percent (100%) of the sum of their forecasted Network Integration Transmission Service peak Load, excluding the portion of a Large Load taking Interim NITS, in each ARR Zone in which they serve Load for the upcoming Annual ARR Allocation period, plus Option A and Option B Grandfathered Agreements, less feasible LTTRs allocated in Stage 1A for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, and Option A Grandfathered Agreements and less Option B Grandfathered Agreements. Any infeasible ARRs assigned following the LTTR Restoration and Termination Stage pursuant to Section 43.2.5 shall be deemed included in the Stage 1B Nomination. This will constitute the Candidate Peak ARR Rights for each Market Participant.
The source for the Candidate Peak ARR Rights will be any of the RSPs in the Peak Reserved Source Set (PRSS) for each of the corresponding ARR Zones up to the qualified Market Participant's pro rata Load share of the ARR Zone. The PRSS shall consist of all supply Resources, inclusive of Baseload Supply Resources, that have met the Resource Qualification Requirements for inclusion as a Reserved Source Point for a given ARR Zone, and entitlements created pursuant to Sections 43.2.1(a)(ii) and 43.2.1(a)(v). Interfaces shall serve as proxies for supply.

Resources located external to the Transmission Provider Region are eligible for inclusion in the PRSS. Since Candidate Peak ARR Rights are based on Peak Usage in a given ARR Zone, a Market Participant cannot request more ARRs sinking in a particular ARR Zone in this stage than their Peak Usage in that ARR Zone.

In addition, Market Participants are eligible to nominate CARRs up to one hundred percent (100%) of the reservation MW quantity for each annual or longer Firm Point-To-Point Transmission Service entitlement or aggregation thereof, less feasible LTTRs allocated in Stage 1A for Firm Point-To-Point Transmission Service entitlement or aggregation thereof. Stage 1B includes eight (8) independent nominations: one (1) for each of four (4) seasons and two (2) time periods (peak and off-peak). Any Option B Grandfathered Agreements rolled over from Stage 1A shall automatically reduce the Stage 1B nomination limit for Network Integration Transmission Service, excluding the portion of a Large Load taking Interim NITS, and Grandfathered Agreements. The Transmission Provider will also nominate the MTPS ARR Entitlements in Stage 1B, as described in Section 47. The Transmission Provider shall perform an SFT for each season and time period for Stage 1B CARRs and Candidate MTPS ARRs. The Transmission Provider shall curtail CARRs and Candidate MTPS ARRs in each season and time period as required to achieve simultaneous feasibility. The feasible portions of LTTRs previously allocated in Stage 1A are fixed (not subject to Curtailment) in the Stage 1B process. Infeasible Stage 1A LTTRs remain LTTRs whether or not made feasible in Stage 1B. To the extent that infeasible LTTRs are not rendered feasible in Stage 1B, they shall remain infeasible LTTRs for the current Annual ARR Allocation

period.

ATTACHMENT F
Form of Service Agreement for

NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 This Service Agreement, dated as of _____, is entered into, by and between MISO and _____ ("Transmission Customer").

2.0 The Transmission Customer has been determined by MISO to be a Transmission Customer under the Network Integration Transmission Service Provisions of the Tariff and MISO agrees to provide service upon the request by an authorized representative of the Transmission Customer.

3.0 The Transmission Customer agrees to supply information MISO deems reasonably necessary in accordance with Good Utility Practice in order to provide the requested service, to provide a Transaction Specifications with applicable deposit and will execute a Network Operating Agreement for each requested transaction, and agrees to take and pay for the requested service in accordance with the provisions of the Tariff and this Service Agreement.

4.0 Service under this agreement for a transaction shall commence on the later of: (1) the requested service commencement date, (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the Parties.

5.0 Any Wholesale Distribution Service necessary to effectuate a specific transaction under this Service Agreement shall be in accordance with Exhibit WDS.

6.0 Any notice or request made to either of the Parties shall be made to the following representatives:

	MISO	Transmission Customer
Title:	Contract Administrator	_____
Address:	720 City Center Drive	_____
	Carmel, IN 46032	_____

7.0 The Tariff, Transaction Specification Sheet, Network Operating Agreement and Exhibit WDS are incorporated herein and made a part hereof.

8.0 To the extent applicable, the following Power Factor Requirement(s) shall apply:

_____

_____

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

	MISO	Transmission Customer
By:	_____	_____
Name:	_____	_____
Title:	_____	_____
Date:	_____	_____

EXHIBIT 1 OF ATTACHMENT F

Form of Transaction Specification Sheet for Network Integration Transmission Service

Dated as of _____

1.0 In accordance with the Service Agreement, dated as of _____, by and between MISO and _____ (Transmission Customer), the Transmission Customer requests a transaction of Network Integration Transmission Service.

2.0 Nature of Transmission Request:

This request for Network Integration Transmission Service is due to

_____

_____

_____

3.0 Type of Transmission Service:

The Network Integration Transmission Service requested is under the Tariff.

The Services requested are described as follows:

_____

_____

_____

Specific local facilities needed to provide the service are

_____

_____

_____

4.0 Term of Transaction: _____

Start Date: _____

Termination Date: _____

5.0 Description of capacity and energy to be transmitted by Transmission Provider:

_____

_____

_____

Note: Include the electric control areas in which the transaction originates and terminates.

6.0 Point(s) of Receipt: _____

Delivering Party: _____

7.0 Point(s) of Delivery: _____

Receiving Party: _____

8.0 Network Resources

8.1 Transmission Customer Generation Owned or Leased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

8.2 Transmission Customer Generation Purchased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

Note: Attach operating information and description to comply with the Tariff and 18 CFR Section 2.20.

9.0 Network Load

9.1 Transmission Customer Network Load:

Network Load	Transmission Voltage Level

9.2 Description:

a) Receipt/Delivery Point Electrical Characteristics:

_____

_____

_____

Note: Please include a Single-Line Diagram if the Delivery Point has Direct Assignment Facilities or Wholesale Distribution Service is necessary.

b) Expected Transmission Profile:

_____

_____

_____

Notes: (1) Provide seasonal peaks for the four latest periods.

(2) Provide average weekly load profiles for the four latest seasonal periods (in numbers and graphs).

c) Historical Load Information:

_____

_____

_____

Notes: (1) Provide monthly clock hour Coincident Peak Demands (at time of Local Balancing Authority Area System Demand) for each of the last twelve months.

(2) Provide monthly clock hour Non-Coincident Peak Demands (Network Load Highest Demand) for each of the last twelve months.

(3) Provide monthly energy for each of the last twelve months.

d) Forecasted Load Information:

_____

_____

_____

Note: (1) Provide projected summer and winter seasonal peak demands for each of the next ten (10) years.

(2) Provide projected energy for each of the next ten (10) years.

e) Interruptible Load:

_____

_____

10.0 Description of Transmission Customers Transmission System:

_____

_____

_____

11.0 Designation of party(ies) subject to reciprocal service obligation:

_____

_____

_____

12.0 Name(s) of any Intervening Systems providing transmission service:

_____

13.0 Party Responsible for Providing Real Power Losses:

_____

_____

_____

14.0 Firmness of Service:

_____

_____

_____

15.0 Reservation Priority:

_____

_____

_____

16.0 Deposit:

_____

_____

_____

Note: Please provide calculation.

17.0 Creditworthiness:

_____

_____

_____

Any credit request should be addressed to the following:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

18.0 Service under this Agreement may be subject to some combination of the charges detailed below, and will be determined in accordance with the terms and conditions of the Tariff.

18.1 Transmission Service Charge:

_____

18.2 System Impact and/or Facilities Study Charge(s):

_____

18.3 Network Upgrade:

_____

18.4 Direct Assignment Facilities Charge:

_____

18.5 Ancillary Services Charges:

_____

_____

_____

_____

18.6 Charges for Wholesale Distribution Service:

_____

Note: See Attachment WDS enclosed.

18.7 Power Factor Requirements (if applicable):

_____

19.0 Any notice or request made to the Transmission Customer regarding this Agreement shall be made to the following representative as indicated below:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

20.0 The Tariff, Service Agreement and Network Operating Agreement are incorporated herein and made a part hereof.

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

	MISO	Transmission Customer
By:	_____	_____
Name:	_____	_____
Title:	_____	_____
Date:	_____	_____

Planning Concurrence

By: _____

Date: _____

Operations Concurrence

By: _____

Date: _____

Transaction Accepted AREF# _____

MISO executes this Transaction Specification Sheet and Network Operating Agreement subject to review by MISO and the local Transmission Owner identifying any and all operating restrictions associated with this network service. Once identified, these operating restrictions will be added to the Network Operating Agreement. MISO will not be responsible for redispatch costs associated with this service until these operating restrictions are identified and included in the Network Operating Agreement with the Transmission Customer.

EXHIBIT 2 OF ATTACHMENT F

Form of Transaction Specification Sheet for

Large Load Network Integration Transmission Service

Dated as of _____

1.0 In accordance with the Service Agreement, dated as of _____, by and between MISO and _____ (Large Load Transmission Customer), the Large Load Transmission Customer requests a transaction of Network Integration Transmission Service.

2.0 Nature of Transmission Request:

This request for Network Integration Transmission Service is due to addition of Large Load located at:

_____

_____

_____

3.0 Type of Transmission Service:

The Network Integration Transmission Service requested is under the Tariff.

The Services requested are described as follows:

_____

_____

_____

a. Network Integration Transmission Service	b. Transaction Start Date	c. Required Upgrades
_____	_____	_____

4.0 Point(s) of Receipt: _____

Delivering Party: _____

5.0 Point(s) of Delivery: _____

Receiving Party: _____

6.0 Forecasted Load Information:

_____

_____

_____

7.0 Network Resources

7.1 Large Load Transmission Customer Generation Owned or Leased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

7.2 Large Load Transmission Customer Generation Purchased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

Note: Attach operating information and description to comply with the Tariff and 18 CFR Section 2.20.

8.0 Network Load

8.1 Large Load Transmission Customer Network Load:

Network Load	Transmission Voltage Level

8.2 Description:

a) Receipt/Delivery Point Electrical Characteristics:

_____

_____

_____

Note: Please include a Single-Line Diagram if the Delivery Point has Direct Assignment Facilities or Wholesale Distribution Service is necessary.

b) Expected Transmission Profile:

_____

_____

_____

Notes: (1) Provide seasonal peaks for the four latest periods.

(2) Provide average weekly load profiles for the four latest seasonal periods (in numbers and graphs).

c) Historical Load Information:

_____

_____

_____

Notes: (1) Provide monthly clock hour Coincident Peak Demands (at time of Local Balancing Authority Area System Demand) for each of the last twelve months.

(2) Provide monthly clock hour Non-Coincident Peak Demands (Network Load Highest Demand) for each of the last twelve months.

(3) Provide monthly energy for each of the last twelve months.

d) Forecasted Load Information:

_____

_____

_____

Note: (1) Provide projected summer and winter seasonal peak demands for each of the next ten (10) years.

(2) Provide projected energy for each of the next ten (10) years.

e) Interruptible Load:

_____

_____

9.0 Description of Large Load Transmission Customers Transmission System:

_____

_____

_____

10.0 Designation of party(ies) subject to reciprocal service obligation:

_____

_____

_____

11.0 Name(s) of any Intervening Systems providing transmission service:

_____

12.0 Party Responsible for Providing Real Power Losses:

_____

_____

_____

13.0 Firmness of Service:

_____

_____

_____

14.0 Reservation Priority:

_____

_____

_____

15.0 Deposit:

_____

_____

_____

Note: Please provide calculation.

16.0 Creditworthiness:

_____

_____

_____

Any credit request should be addressed to the following:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

17.0 Service under this Agreement may be subject to some combination of the charges detailed below, and will be determined in accordance with the terms and conditions of the Tariff.

17.1 Transmission Service Charge:

_____

17.2 System Impact and/or Facilities Study Charge(s):

_____

17.3 Large Load Network Upgrade:

_____

17.4 Direct Assignment Facilities Charge:

_____

17.5 Ancillary Services Charges:

_____

_____

_____

_____

17.6 Charges for Wholesale Distribution Service:

_____

Note: See Attachment WDS enclosed.

17.7 Power Factor Requirements (if applicable):

_____

18.0 Any notice or request made to the Large Load Transmission Customer regarding this Agreement shall be made to the following representative as indicated below:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

19.0 The Tariff, Service Agreement and Network Operating Agreement are incorporated herein and made a part hereof.

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

MISO	Large Load Transmission Customer
By: _____	By: _____
Name: _____	Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Planning Concurrence

By: _____

Date: _____

Operations Concurrence

By: _____

Date: _____

Transaction Accepted AREF# _____

MISO executes this Transaction Specification Sheet and Network Operating Agreement subject to review by MISO and the local Transmission Owner and is subject to the Large Load Transmission Customer complying with all provisions of the Tariff applicable to a Large Load Transmission Customer including, but not limited to, the requirements set forth in Section 37A of the Tariff. To the extent that the local Transmission Owner identifies operating restrictions or requirements applicable to the Large Load Transmission Customer, such local Transmission Owner imposed operating restrictions or requirements shall be in addition to, and shall not otherwise relieve the Large Load Transmission Customer from complying with the applicable requirements set forth in this Tariff.

EXHIBIT 3 OF ATTACHMENT F

Form of Transaction Specification Sheet for

Firm Service Step Up Network Integration Transmission Service

Dated as of _____

1.0 In accordance with the Service Agreement, dated as of _____, by and between MISO and _____ (Large Load Transmission Customer), the Large Load Transmission Customer requests a transaction of Network Integration Transmission Service.

2.0 Nature of Transmission Request:

This request for Network Integration Transmission Service is due to addition of Large Load located at:

_____

_____

_____

3.0 Type of Transmission Service:

The Network Integration Transmission Service requested is under the Tariff.

The Services requested are described as follows:

_____

_____

_____

a. Firm Service Level	b. Transaction Start Date	c. Required Upgrades
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4.0 Point(s) of Receipt: _____

Delivering Party: _____

5.0 Point(s) of Delivery: _____

Receiving Party: _____

6.0 Forecasted Load Information (Large Load CPNode):

_____

_____

_____

7.0 Network Resources

7.1 Large Load Transmission Customer Generation Owned or Leased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

7.2 Large Load Transmission Customer Generation Purchased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

Note: Attach operating information and description to comply with the Tariff and 18 CFR Section 2.20.

8.0 Network Load

8.1 Large Load Transmission Customer Network Load:

Network Load	Transmission Voltage Level

8.2 Description:

a) Receipt/Delivery Point Electrical Characteristics:

_____

_____

_____

Note: Please include a Single-Line Diagram if the Delivery Point has Direct Assignment Facilities or Wholesale Distribution Service is necessary.

b) Expected Transmission Profile:

_____

_____

_____

Notes: (1) Provide seasonal peaks for the four latest periods.

(2) Provide average weekly load profiles for the four latest seasonal periods (in numbers and graphs).

c) Historical Load Information:

_____

_____

_____

Notes: (1) Provide monthly clock hour Coincident Peak Demands (at time of Local Balancing Authority Area System Demand) for each of the last twelve months.

(2) Provide monthly clock hour Non-Coincident Peak Demands (Network Load Highest Demand) for each of the last twelve months.

(3) Provide monthly energy for each of the last twelve months.

d) Forecasted Load Information:

_____

_____

_____

Note: (1) Provide projected summer and winter seasonal peak demands for each of the next ten (10) years.

(2) Provide projected energy for each of the next ten (10) years.

e) Interruptible Load:

_____

_____

9.0 Description of Large Load Transmission Customers Transmission System:

_____

_____

_____

10.0 Designation of party(ies) subject to reciprocal service obligation:

_____

_____

_____

11.0 Name(s) of any Intervening Systems providing transmission service:

_____

12.0 Party Responsible for Providing Real Power Losses:

_____

_____

_____

13.0 Firmness of Service:

_____

_____

_____

14.0 Reservation Priority:

_____

_____

_____

15.0 Deposit:

_____

_____

_____

Note: Please provide calculation.

16.0 Creditworthiness:

_____

_____

_____

Any credit request should be addressed to the following:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

17.0 Service under this Agreement may be subject to some combination of the charges detailed below, and will be determined in accordance with the terms and conditions of the Tariff.

17.1 Transmission Service Charge:

_____

17.2 System Impact and/or Facilities Study Charge(s):

_____

17.3 Large Load Network Upgrade:

_____

17.4 Direct Assignment Facilities Charge:

_____

17.5 Ancillary Services Charges:

_____

_____

_____

_____

17.6 Charges for Wholesale Distribution Service:

_____

Note: See Attachment WDS enclosed.

17.7 Power Factor Requirements (if applicable):

_____

18.0 Any notice or request made to the Large Load Transmission Customer regarding this Agreement shall be made to the following representative as indicated below:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

19.0 The Tariff, Service Agreement and Network Operating Agreement are incorporated herein and made a part hereof.

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

MISO	Large Load Transmission Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MISO executes this Transaction Specification Sheet and Network Operating Agreement subject to review by MISO and the local Transmission Owner identifying any and all operating restrictions associated with this network service. Once identified, these operating restrictions will be added to the Network Operating Agreement. MISO will not be responsible for redispatch costs associated with this service until these operating restrictions are identified and included in the Network Operating Agreement with the Large Load Transmission Customer.

EXHIBIT 4 OF ATTACHMENT F

Form of Transaction Specification Sheet for

Interim Network Integration Transmission Service

Dated as of _____

1.0 In accordance with the Service Agreement, dated as of _____, by and between MISO and _____ (Large Load Transmission Customer), the Large Load Transmission Customer requests a transaction of Interim NITS.

2.0 Nature of Transmission Request:

This request for Interim NITS is due to addition of Large Load located at:

_____

_____

_____

3.0 Type of Transmission Service:

The Interim NITS requested is under the Tariff. The Services requested are described as follows:

_____

_____

_____

a. Firm Service Level	b. Non-Firm Service Level	c. Transaction Start Date	d. Transaction End Date
_____	_____	_____	_____

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

4.0 Point(s) of Receipt: _____

Delivering Party: _____

5.0 Point(s) of Delivery: _____

Receiving Party: _____

6.0 Forecasted Load Information (Large Load CPNode):

_____

_____

_____

7.0 Network Resources

7.1 Large Load Transmission Customer Generation Owned or Leased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

7.2 Large Load Transmission Customer Generation Purchased:

Resource	Capacity	Capacity Designated as Network Resource	Designated Interfaces

Note: Attach operating information and description to comply with the Tariff and 18 CFR Section 2.20.

8.0 Network Load

8.1 Large Load Transmission Customer Network Load:

Network Load	Transmission Voltage Level

8.2 Description:

a) Receipt/Delivery Point Electrical Characteristics:

_____

_____

_____

Note: Please include a Single-Line Diagram if the Delivery Point has Direct Assignment Facilities or Wholesale Distribution Service is necessary.

b) Expected Transmission Profile:

_____

_____

_____

Notes: (1) Provide seasonal peaks for the four latest periods.

(2) Provide average weekly load profiles for the four latest seasonal periods (in numbers and graphs).

c) Historical Load Information:

_____

_____

_____

Notes: (1) Provide monthly clock hour Coincident Peak Demands (at time of Local Balancing Authority Area System Demand) for each of the last twelve months.

(2) Provide monthly clock hour Non-Coincident Peak Demands (Network Load Highest Demand) for each of the last twelve months.

(3) Provide monthly energy for each of the last twelve months.

d) Forecasted Load Information:

_____

_____

_____

Note: (1) Provide projected summer and winter seasonal peak demands for each of the next ten (10) years.

(2) Provide projected energy for each of the next ten (10) years.

e) Interruptible Load:

_____

_____

9.0 Description of Large Load Transmission Customers Transmission System:

_____

_____

_____

10.0 Designation of party(ies) subject to reciprocal service obligation:

_____

_____

_____

11.0 Name(s) of any Intervening Systems providing transmission service:

_____

12.0 Party Responsible for Providing Real Power Losses:

_____

_____

_____

13.0 Firmness of Service:

_____

_____

_____

14.0 Reservation Priority:

_____

_____

_____

15.0 Deposit:

_____

_____

_____

Note: Please provide calculation.

16.0 Creditworthiness:

_____

_____

_____

Any credit request should be addressed to the following:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

17.0 Service under this Agreement may be subject to some combination of the charges detailed below, and will be determined in accordance with the terms and conditions of the Tariff.

17.1 Transmission Service Charge:

_____

17.2 System Impact and/or Facilities Study Charge(s):

_____

17.3 Large Load Network Upgrade:

_____

17.4 Direct Assignment Facilities Charge:

_____

17.5 Ancillary Services Charges:

_____

_____

_____

_____

17.6 Charges for Wholesale Distribution Service:

_____

Note: See Attachment WDS enclosed.

17.7 Power Factor Requirements (if applicable):

_____

18.0 Any notice or request made to the Large Load Transmission Customer regarding this Agreement shall be made to the following representative as indicated below:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

19.0 The Tariff, Service Agreement and Network Operating Agreement are incorporated herein and made a part hereof.

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

MISO	Large Load Transmission Customer
By: _____	By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Planning Concurrence

By: _____

Date: _____

Operations Concurrence

By: _____

Date: _____

Transaction Accepted AREF# _____

MISO executes this Transaction Specification Sheet and Network Operating Agreement subject to review by MISO and the local Transmission Owner identifying any and all operating restrictions associated with this network service. Once identified, these operating restrictions will be added to the Network Operating Agreement. MISO will not be responsible for redispatch costs associated with this service until these operating restrictions are identified and included in the Network Operating Agreement with the Large Load Transmission Customer.

Exhibit WDS

For Wholesale Distribution Service

1.0 To the extent necessary to effectuate a specific transaction entered into pursuant to a Service Agreement under the Tariff, the following Transmission Owner(s) shall provide Wholesale Distribution Service over their Distribution Facilities:

_____

_____

Note: Attach a Single-Line Diagram of the Electric Facilities.

2.0 Start Date: _____

Termination Date: _____

3.0 The following rates and charges will apply for the requested Wholesale Distribution Service:

_____

_____

4.0 The Service Agreement and Tariff are incorporated herein and made a part hereof.

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

MISO	Transmission Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT G

Form of Network Operating Agreement for Network Integration Transmission Service

1.0 This Network Operating Agreement ("Operating Agreement"), dated as of _____, is entered into, by and between MISO and _____ ("Network Customer").

2.0 The purpose of this Operating Agreement is to provide the terms and conditions of the exchange of information between the Parties concerning the technical and operational matters in order to plan, design, build, operate and maintain their respective systems and specify the equipment that will be installed, maintained and operated consistent with Good Utility Practice.

3.0 Service under this Operating Agreement for firm Network Integration Transmission Service shall commence on the later of: (1) the requested service commencement date; (2) the date on which construction of all Direct Assignment Facilities and Network Upgrades, Large Load Network Upgrades, and/or ITO-Large Load Network Upgrades required for the applicable commencement of firm Network Integration Transmission Service is complete, as identified in the applicable Firm Service Step Up or, where no Firm Service Step Up applies, in Exhibit A of this Operating Agreement; or (3) such other date as it is permitted to become effective by the Commission.

4.0 Service under this Operating Agreement for Interim Network Integration Transmission Service shall commence on the later of: (1) the requested service commencement date; or (2) such other date as it is permitted to become effective by the Commission. Service under this Operating Agreement shall further require approval of the Transmission Provider as set forth in Exhibit F of this Operating Agreement.

5.0 Service under this Operating Agreement shall terminate on such date as mutually agreed upon by the Parties or the termination date of the transaction.

6.0 In order to coordinate and implement, on an ongoing basis, the terms and conditions of this Operating Agreement and the Provisions of Network Integration Transmission Service under the Tariff, including, but not limited to planning, operating, scheduling, redispatching, curtailments, control requirements, technical and operating provisions, integrations of equipment, hardware and software and other operating considerations, the Network Customer and MISO shall each appoint a representative, including an alternate, to a Coordination Committee to administer this Operating Agreement with the MISO representative being the chair. If the Network Customer has either Network Resources or Network Load within an ITC Control Area, the ITC may also appoint a representative, including an alternate, to the Coordination Committee. Said committee shall meet, or otherwise concur, as necessary both before and after the service commencement date. The committee shall establish and keep clear records of the meetings and decisions made by the committee. The expenses of the representatives shall be paid by the respective Parties.

7.0 The Network Customer shall either: (1) operate as a Local Balancing Authority Area under applicable guidelines of the North American Electric Reliability Council ("NERC") and the applicable regional reliability council, (2) satisfy its Local Balancing Authority Area requirements, including all necessary Ancillary Services, by contracting with MISO or ITC, as applicable, or (3) satisfy its Local Balancing Authority Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies NERC and the applicable regional reliability council requirements. MISO shall not unreasonably refuse to accept contractual arrangements with another entity for Ancillary Services.

8.0 The following Exhibits addressing certain needs concerning equipment, data, software, and long-term planning requirements are attached and incorporated hereto:

Exhibit	Title
A	Equipment to Integrate the Network Customer into the

	Transmission System
B	Data Transfer
C	Software
D	Long-Term Planning
E	Local Balancing Authority Area Requirements
F	Interim NITS Operating Limitations

9.0 The Tariff, Application, Service Agreement, Transaction Specifications and Exhibit WDS are incorporated herein and made a part hereof.

10.0 If the Network Customer has either Network Resources or Network Load within an ITC Balancing Authority Area, Network Customer shall, if required by ITC, enter into a Control Area Services Agreement with ITC pursuant to ITC's Control Area Services and Operations Tariff or other applicable tariff on file with the Commission.

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

	MISO	Network Customer
By:	_____	_____
Name:	_____	_____
Title:	_____	_____
Date:	_____	_____

Planning Concurrence

By: _____

Date: _____

Operations Concurrence

By: _____

Date: _____

Transaction Accepted AREF# _____

Network Operating Agreement

EXHIBIT "A"

EQUIPMENT TO INTEGRATE THE NETWORK CUSTOMER INTO THE TRANSMISSION SYSTEM

Note: The equipment needed to integrate the Customer into the Transmission Provider's transmission system includes, but is not limited to remote terminal units ("RTU"), metering points and equipment, and any relaying equipment and settings. This listing should include the interconnection points and the necessary equipment and data needed to integrate the Transmission Provider and the Network Customer consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System.

Network Operating Agreement

EXHIBIT "B"

DATA TRANSFER

Note: Each Party shall furnish to the other Party data available to it on such time bases as are established by the Parties when such data are needed for settlement, operating records, or other purposes consistent with the objectives thereof. As promptly as reasonably practicable, each Party shall render to the other Party statements setting forth data from sources available to it in such detail and with such segregation as may be needed for the transmission service provided under the Network Integration Transmission Service provisions of the Tariff. The data shall include, but not be limited to, heat rates and operational characteristics of Network Resources, generation

schedules for units outside the Transmission Provider's Transmission System, interchange schedules, unit outputs for redispatch, voltage schedules, loss factors, and other real-time data.

Network Operating Agreement

EXHIBIT "C"

SOFTWARE SYSTEMS

Note: The Parties shall provide the software needed for data links and constraint dispatching.

Network Operating Agreement

EXHIBIT "D"

LONG-TERM PLANNING

Note: The Network Customer shall provide 10 year load and resource forecasts to allow the long-term planning of the integrated systems. Also included shall be any future changes in the transmission systems of either party, which will affect the operation, or reliability of the Transmission System.

Network Operating Agreement

EXHIBIT "E"

BALANCING AUTHORITY AREA REQUIREMENTS

SERVICE	From Transmission Provider	Customer as Control Area	From Third Party
Scheduling, System Control and Redispatch			
Reactive Supply and Voltage Control			
Regulation and Frequency Response			
Energy Imbalance			
Operating Reserve – Spinning			
Operating Reserve – Supplemental			

Note: The Network Customer shall arrange for all Balancing Authority Area requirements including necessary Ancillary Services. The elections of the Network Customer shall be noted above.

Network Operating Agreement

EXHIBIT “F”

INTERIM NITS OPERATING LIMITATIONS

In accordance with the information reflected in Exhibit 4 of Attachment F, and the requirements set forth in Section 37A of the Tariff, the customer shall be able to operate non-firm Large Load designated and identified by the Firm Service Step Up study for Interim NITS prior to completion of any Network Upgrades, Large Load Network Upgrades and/or ITO-Large Load Network Upgrades. Operation of this non-firm Large Load may be curtailed by the Transmission Provider for any reliability or operational concerns as defined in Module B.

ATTACHMENT FF

TRANSMISSION EXPANSION PLANNING PROTOCOL

I. Transmission Expansion Plan - Purpose and Scope, Definition and Role of OMS Committee:

This Attachment FF describes the process to be used by the Transmission Provider to develop the MISO Transmission Expansion Plan ("MTEP"), subject to review and approval by the Transmission Provider Board. The provisions of this Attachment FF are consistent with the applicable provisions of Appendix B of the ISO Agreement and this Tariff. For purposes of this Attachment FF, all references to Transmission Owner(s) will include ITC(s). The costs incurred by the Transmission Provider in the performance of data collection, analyses and review, and in the development of the MTEP report, costs incurred under Section I.C of this Attachment FF, and costs incurred under Section I.D of this Attachment FF shall be recovered from all Transmission Customers under Schedule 10 of the Tariff.

A. Enrollment Process: The MTEP is developed to facilitate the timely and orderly expansion of and/or modification to the Transmission System to maintain reliability, promote efficiency in bulk power markets and facilitate compliance with applicable Federal and state laws, regulatory mandates and regulatory obligations. Any transmission provider that wishes to enroll in the Transmission Provider planning process for purposes of Order No. 1000 compliance must become a Transmission Owner, by signing the ISO Agreement, and by, within a reasonable period of time: (1) turning over functional control of its transmission facilities to the Transmission Provider; and (2) taking service under this Tariff for all its load that is physically located within the geographic area comprising the Transmission System. All Transmission Owners enrolled in the Transmission Provider's transmission planning region are listed in either

(1) Attachment FF-4 of this Tariff, for Transmission Owners without a separately filed local planning process or (2) Attachment FF-5 of this Tariff, for Transmission Owners with a separately filed local planning process.

B. OMS Committee Input to MTEP Process: To the extent not otherwise specifically addressed in other portions of this Attachment FF, with respect to the MTEP process, the OMS Committee may provide input to the Transmission Provider planning staff and the System Planning Committee of the Transmission Provider Board, as appropriate, regarding the following:

1. At the start of a planning cycle, the OMS Committee may suggest to the Transmission Provider Board modifications to the Transmission Provider's planning principles and planning objectives for that planning cycle;
2. At the start of a planning cycle, the OMS Committee may suggest additional scope elements in the MTEP;
3. Modeling inputs or assumptions used in the development of the MTEP and related appropriate cost/benefit analyses with respect to certain projects that are not proposed strictly for reliability; and
4. Concerns about general or specific issues with the MTEP process as they arise during the planning year.

Furthermore, at the end of the MTEP development process, but before the MTEP is submitted to the Transmission Provider Board for its review, the OMS Committee may submit a reconsideration request to the Transmission Provider planning staff, which shall respond prior to submitting the final MTEP report to the Transmission Provider Board. This reconsideration

request can be made only with respect to Network Upgrades eligible to receive regional cost allocation under Attachment FF if such projects: (1) will be recommended to the Transmission Provider Board for MTEP Appendix A approval, but have not been considered through the complete MTEP process or (2) will have a change in project cost of twenty-five percent (25%) or greater between the final Subregional Planning Meeting in the current planning year and the project being submitted to the Transmission Provider Board for approval. The Transmission Provider shall consider such a reconsideration request only if it is endorsed by the OMS acting by a vote of sixty-six percent (66%) or more of the OMS members.

At the end of each MTEP cycle, the OMS Committee may submit its assessment of the MTEP process to the Planning Advisory Committee, Transmission Provider, and the System Planning Committee of the Transmission Provider Board. Upon receipt of any such assessment from the OMS Committee, the Transmission Provider planning staff shall provide an appropriate response in a reasonably timely manner.

The manner in which the OMS Committee shall provide its assessment shall be set forth in the Transmission Planning Business Practices Manual procedures. The general procedures adopted with respect to the OMS Committee input into the MTEP shall remain unchanged until June 1, 2015, unless otherwise mutually agreed to by the Transmission Provider and the OMS Committee. Changes to the Transmission Planning Business Practices Manual procedures which describe OMS Committee input into the MTEP process may not be adopted with less than sixty (60) days' notice to the OMS Committee unless the OMS Committee consents to such earlier adoption. At the end of the two year period the Transmission Provider, the OMS, and other stakeholders will assess the success of the input procedures and provide suggestions for

improvement.

C. Development of the MTEP: The Transmission Provider, working in collaboration with representatives of the Transmission Owners, OMS, and the Planning Advisory Committee, shall develop the MTEP, consistent with Good Utility Practice and taking into consideration long-range planning horizons, as appropriate. The Transmission Provider shall develop the MTEP for expected use patterns and analyze the performance of the Transmission System in meeting both reliability needs and the needs of the competitive bulk power market, under a wide variety of contingency conditions. The MTEP will give full consideration to the needs of all Market Participants, will include consideration of demand-side options, and will identify expansions or enhancements needed to i) support competition and efficiency in bulk power markets; ii) comply with Applicable Laws and Regulations; and iii) maintain reliability. Transmission expansions or enhancements may include any facilities that are eligible to be included in the Transmission System as provided for under this Tariff, including SATOA. Any SATOA may only participate in the Transmission Provider's markets to the extent necessary to receive Energy from the Transmission System and to inject Energy into the Transmission System to provide the services for which the SATOA was included in the MTEP. SATOA may not otherwise participate in the Energy and Operating Reserve Markets and/or the Planning Resource Auction unless and until the Tariff includes provisions for storage facilities recovering cost-based revenues as transmission assets to also participate in these or other Market Activities. This analysis and planning process shall integrate into the development of the MTEP among other things:

(i) the Transmission Issues identified from Facilities Studies carried out in connection

with specific transmission service requests; (ii) Transmission Issues associated with generator interconnection service; (iii) the Transmission Issues, including proposed transmission projects, identified by the Transmission Owners in connection with their planning analyses in accordance with local planning process described in Section I.D.1.a to this Attachment FF and the coordination processes of Section I.D.1.b., or developed by Transmission Owners utilizing their own FERC-approved local transmission planning process described in Section I.D.2, as applicable, to provide reliable power supply to their connected load customers and to expand trading opportunities, better integrate the grid and alleviate congestion; (iv) the transmission planning obligations of a Transmission Owner, imposed by federal or state law(s) or regulatory authorities, which can no longer be performed solely by the Transmission Owner following transfer of functional control of its transmission facilities to the Transmission Provider; (v) plans and analyses developed by the Transmission Provider to provide for a reliable Transmission System and to expand trading opportunities, better integrate the grid and alleviate congestion; (vi) the identification, evaluation, and analysis of expansions to enable the Transmission System to fully support the simultaneous feasibility of all Stage 1A ARRs; (vii) the inputs provided by the Planning Advisory Committee; (viii) the inputs, if any, provided by the state and local regulatory authorities having jurisdiction over any of the Transmission Owners; (ix) the inputs of the OMS Committee; and (x) the transmission needs driven by public policy requirements selected to be included as Transmission Issues pursuant to Section I.C.1.b.ii in accordance with Applicable Laws and Regulations.

1. Planning Cycle and Milestones: The ISO Agreement requires that a regional

transmission plan be developed biennially or more frequently. An MTEP planning cycle is established for each calendar year. The development of the MTEP for a planning cycle with a given calendar year designation begins on June 1 of the year prior to the MTEP calendar year designation and ends with the approval of the final MTEP report by the Transmission Provider Board. This approval typically occurs at the Transmission Provider Board Meeting in December of the MTEP designated year. For example, the development of the MTEP14 transmission plan will commence on June 1 of 2013 and typically end with approval in December 2014. The development of the MTEP will follow specified process steps that are detailed, including process diagrams, in the Transmission Provider's Transmission Planning Business Practices Manual ("TPBPM"). The TPBPM shall be posted on the website of the Transmission Provider.

a. Planning Functions: The planning process includes the following functions which are described in detail in the TPBPM:

    i. Model Development;

    ii. Generator Interconnection Planning;

    iii. Transmission Service Planning;

    iv. Cyclical Regional Expansion Planning activities;

    v. Interregional coordination with neighboring transmission planning regions;

    vi. System Support Resource ("SSR") Studies for unit de-commissioning;

    vii. Transmission-to-Transmission Interconnections;

viii. Load Interconnections; and

ix. Focus Studies. These are studies initiated during the cyclical baseline planning process that cannot be delayed until the next planning cycle (for example, NERC/FERC directives, or near-term critical operational issues).

Each of these planning functions may develop system expansions that are taken into consideration in developing the entirety of the MTEP.

b. Planning Cycle: The regional planning process is performed through a continuous series of planning cycles, with each cycle typically addressing Transmission Issues through a rolling planning horizon. Each cycle commences with regional model development, identification of potential expansions from the local planning processes of the Transmission Owners, identification and selection of transmission needs driven by public policy requirements pursuant to Section I.C.1.b.ii to be included as Transmission Issues, and identification by stakeholders or the Transmission Provider of potential expansions that address the Transmission Issues. Each cycle concludes with recommendations to the Transmission Provider Board of recommended solutions to the Transmission Issues evaluated. Transmission Owner plans developed through local planning processes described in Section I.D.1.a are included in the beginning of each regional planning cycle as potential alternatives to local Transmission Issues identified by the Transmission Owners.

i. Key Planning Cycle Milestones: The regional planning process evaluates, with stakeholder input throughout the cycle, the local plans of the Transmission Owners, as one input to the development of the regional plan. Key milestones in the typical MTEP development process are listed below and requirements and timelines for data submittal, review, and comment at each of these milestone points are described in the TPBPM:

(a) Model development;

(b) Identification and selection of transmission needs driven by public policy requirements pursuant to Section I.C.1.b.ii to be included as Transmission Issues;

(c) Testing models against applicable planning criteria;

(d) Development of possible solutions to identified Transmission Issues;

(e) Selection of preferred solution;

(f) Determination of funding and cost responsibility; and

(g) Monitoring progress on solution implementation.

ii. Transmission needs driven by public policy requirements: The process for selecting transmission needs driven by public policy requirements, out of the larger set of transmission needs driven by public policy requirements that stakeholders may propose, to be included in the Transmission Issue(s) for which transmission solutions will be evaluated shall be as follows:

a. At the beginning of the MTEP cycle, stakeholders submit to the Transmission Provider, proposals to consider transmission needs

driven by public policy requirements, as part of the Transmission Issues they may raise, in accordance with Section I.C.2.b, through Sub-Regional Planning Meetings, the Planning Subcommittee and/or the Planning Advisory Committee. The Transmission Provider may also identify transmission needs driven by public policy requirements to be evaluated.

b. The Transmission Provider will then consolidate all such identified transmission needs driven by public policy requirements that it receives into a list that will be distributed to stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee and to other stakeholder forums as the Transmission Provider deems necessary.

c. Transmission needs driven by public policy requirements will be discussed in the Sub-Regional Planning Meetings, Planning Subcommittee and/or the Planning Advisory Committee in accordance with Section I.C.2.b.

d. The Transmission Provider will assess such identified transmission needs driven by public policy requirements that it receives, considering the feedback received from stakeholders and the Sub-Regional Planning Meetings, Planning Subcommittee and/or the Planning Advisory Committee, and select the public policy requirements that will be further studied in the MTEP process.

This selection will be based on:

1. the effective dates, nature and magnitude of the public policy requirements in the Applicable Laws and Regulations;
2. the immediacy or other estimated timing, and extent, of the potential impact on the identified transmission needs;
3. the availability of the resources, and any limitations thereto, that would be required by consideration of such transmission needs driven by public policy requirements;
4. the relative significance of other Transmission Issues that have been raised for consideration; and
5. other appropriate factors that can aid the prioritization of Transmission Issues to be considered by the regional transmission planning process.

iii. The Transmission Provider shall address each of these milestones throughout the planning cycle through Sub-regional Planning Meetings, Planning Subcommittee and Planning Advisory Committee meetings.

2. Stakeholders Input in Planning Process: The Transmission Provider shall facilitate discussions with its Transmission Customers, Transmission Owners, OMS Committee, and other stakeholders about the Transmission Issues and solutions involving both transferred and non-transferred facilities, as described in Section I.D.1 of this Attachment FF.

These discussions will take place at Sub-regional Planning Meetings and at regularly scheduled meetings of the Transmission Provider's Planning Subcommittee, at locations provided by the Transmission Provider and with communication capabilities for those participants unable to have in person representation at these meetings. Once the MTEP report for a specific planning cycle has been completed but prior to recommendation to the Transmission Provider Board for approval, the Transmission Provider shall seek feedback on the proposed MTEP, including Network Upgrades recommended for approval, from the Transmission Provider's stakeholders and the OMS Committee.

a. Planning Advisory Committee ("PAC"): The Planning Advisory Committee is a standing committee reporting to the Transmission Provider's Advisory Committee, and functions subject to the Stakeholder Governance Guide developed by the Stakeholder Governance Working Group, as approved by the Advisory Committee. The PAC is responsible for addressing planning policy issues of importance to stakeholders and within the responsibilities of the Transmission Provider. The PAC charter is maintained on the Transmission Provider's website.

b. Planning Subcommittee ("PS"): The Planning Subcommittee is a standing stakeholder-chaired subcommittee of the Planning Advisory Committee, and functions subject to the Stakeholder Governance Guide developed by the Stakeholder Governance Working Group, as approved by the Advisory Committee. Planning Subcommittee membership is open to interested parties,

including, but not limited to: transmission delivery service and interconnection service customers, marketers, developers, Transmission Owners, state and local regulatory authorities, federal regulatory staff, other Market Participants, and all interested parties. The charter for the committee is developed by stakeholders and is maintained on the Transmission Provider's website. The Transmission Provider will seek guidance from Transmission Owners, state and local regulatory authorities, and other stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee prior to the beginning of each new planning cycle. Guidance will include the scope of planning studies to be undertaken, the development of future scenarios to be modeled and analyzed in long-term planning studies, and the development of suitable models and assumptions to support such studies. The Transmission Provider will also seek guidance from Transmission Owners, state and local regulatory authorities, and other stakeholders through the Planning Subcommittee and/or the Planning Advisory Committee prior to implementing changes or revisions to the scope, models, and assumptions during the planning cycle. The Planning Subcommittee and/or the Planning Advisory Committee may form working groups at the discretion of stakeholders to perform specific tasks supporting the planning processes, such as model development and detail review of study results and draft plan reports.

c. Sub-regional Planning Meetings ("SPMs"): The Transmission Provider shall utilize SPMs to provide opportunity for Transmission Owners, state and local regulatory authorities, and other stakeholders to provide input to the

planning process, and to carry out the tasks of coordinating transmission plans among the Transmission Owners and proposals to address the Transmission Issues identified in the scope of transmission planning studies. Input and planned coordination may occur through the use of existing sub-regional planning groups ("SPGs") where they exist, or through the establishment of new sub-regional meeting forums. One or more SPMs will be used or established for each of the four regional Planning Sub-regions of the Transmission Provider. Planning Sub-regions shall be defined based upon the Transmission Provider Planning Sub-regions: West, Central, South, and East as defined in Attachment FF-3.

i) SPM Participants: Participants at an SPM will consist of representatives of the Transmission Owners operating within the associated Planning Sub-region that integrate their local planning processes with the regional process, representatives from state and local regulatory authorities, and any other parties interested in or impacted by the planning process. For those Transmission Owners engaged in local planning under their own FERC approved local planning processes, such Transmission Owners shall participate in the SPM in order to coordinate their planning activities.

Neighboring transmission-owning utilities and regulatory participants are eligible and encouraged to participate in the SPM to promote joint planning between the Transmission Provider and neighboring transmission systems.

ii) SPM Guidelines. The Sub-regional Planning Meeting participants shall:

(a) Make recommendations for a coordinated sub-regional Plan, after considering sub-regional and regional needs and alternatives, for the ensuing ten years, for all transmission facilities in the sub-region;

(b) Review and comment on proposed Transmission Owners plans identified in local planning processes described in Section I.D.1.a. of this Attachment FF, for additions and modifications to the sub-regional transmission system, as potential solutions to identify Transmission Issues and review the transmission plans developed by those Transmission Owners that have their own FERC-approved local planning process (described in Section I.D.2) to ensure coordination of the projects set forth in such plans with the potential regional planning solutions developed in the SPM process consistent with the requirements of Appendix B of the Transmission Owners' Agreement;

(c) Form technical study task forces as required to carry out the sub-regional planning responsibilities;

(d) Encourage non-Transmission Provider member participation to improve understanding by the SPM participants, the Planning Subcommittee, and the Transmission Provider staff of

facility changes outside the Transmission Provider Region to ensure the impact of such changes are considered in the planning studies;

(e) Promote other stakeholder (i.e., environmental agencies, and load and generation developers) involvement in development of the sub-regional plans.

(f) Recommend to the Planning Subcommittee proposed sub-regional plans to be included in the MTEP. In addition, the transmission projects developed by any Transmission Owner or Owners utilizing the provisions of their own FERC-approved local planning process shall be submitted for inclusion in the regional MTEP after being evaluated by the Transmission Provider in the regional evaluation of SPMs in accordance with Appendix B of the Transmission Owners' Agreement in determining the Transmission Provider's recommendation for inclusion in the MTEP.

(g) Reflect, as desired, minority opinions to the Transmission Provider or the Planning Subcommittee.

(h) SPM Frequency, Location and Agenda: SPMs should meet at least two times per year or as otherwise provided for in the TPBPM, to provide input in the planning process, review plans and recommend changes, if any, needed to address stakeholder needs and to coordinate proposed plans.

Meetings involving CEII or confidential materials shall be handled under Section I.C.12 of this Attachment FF.

3. Meeting Notifications: Notice shall be provided by way of email distribution lists by the Transmission Provider of all SPMs, Planning Subcommittee, and Planning Advisory Committee meetings. These email distribution lists are established and maintained by the Transmission Provider and it is the responsibility of stakeholders to have registered as described on the Transmission Provider website. Meeting dates, times, locations, and materials will also be posted on the meeting calendar page of the Transmission Provider's website. Meeting notification guidelines are set forth in the stakeholder developed Stakeholder Governance Guidelines.

4. Other Meeting Schedules: Planning Subcommittee meetings are regularly scheduled meetings that occur no less than bimonthly. Annual meeting schedules and objectives are developed at the December meeting each year for the subsequent year. Planning Advisory Committee meetings are scheduled as per the PAC Charter.

5. Planning Criteria: The Transmission Provider shall evaluate the system to address Transmission Issues in a manner consistent with the ISO Agreement and this Attachment FF. Projects included in the MTEP may be based upon any applicable planning criteria, including accepted NERC reliability standards and reliability standards adopted by Regional Entities, local planning reliability or economic planning criteria of the Transmission Owner, or required by State or local authorities, any economic or other planning criteria or metrics defined in this Attachment FF, and any Applicable Laws and Regulations. Transmission Owners are required to annually provide updated copies of

local planning criteria for posting on the Transmission Provider's website.

The Transmission Provider will post on its website an explanation of which transmission needs driven by public policy requirements will be evaluated for potential solutions in the local or regional transmission planning process, as well as an explanation of why other suggested potential transmission needs will not be evaluated.

6. Planning Analysis Methods: Planning analyses performed by the Transmission Provider will test the Transmission System under a wide variety of conditions as described in Section II and using standard industry applications to model steady state power flow, angular and voltage stability, short-circuit, and economic parameters, as determined appropriate by the Transmission Provider to be compliant with applicable criteria and this Tariff.

7. Planning Models: The Transmission Provider shall collaborate with Transmission Owners, other transmission providers, Transmission Customers, and other stakeholders to develop appropriate planning models that reflect expected system conditions for the planning horizon. The planning models shall reflect the projected Load growth of existing Network Customers and other transmission service and interconnection commitments. The models shall include: (1) any transmission projects identified in Service Agreements or Interconnection Agreements that are entered into in association with requests for transmission delivery service or interconnection service, as determined in Facilities Studies associated with such requests, and (2) MHVDC Transmission Lines with executed Transmission Connection Agreements. Load forecasts applied to models will consider the forecast Load of Network Customers reported to the Transmission

Provider in accordance with the requirements of Module B and RAR of this Tariff, and the Business Practices Manuals of the Transmission Provider. Models will be posted on a secure application maintained by the Transmission Provider and accessible to stakeholders with security measures as provided for in the TPBPM. The Transmission Provider will provide an opportunity for stakeholders to review and comment on the posted models before commencing planning studies.

The schedules for such reviews are maintained in the TPBPM. Stakeholders shall be afforded opportunities to provide input on Load projections from Tariff reporting requirements or from Transmission Owner forecasts. After the base line forecast and model are established, the Transmission Provider and/or Transmission Owners may adjust the forecast as necessary on an ad hoc basis throughout the planning year to address customer requests for new Load interconnections arising from on-going dialogue with existing and prospective customers.

8. Planning Assumptions: Each MTEP report shall list in detail the planning assumptions upon which the analyses are based. In general, planning analyses will be based on the following:

a. Planning Horizons: The MTEP will identify Transmission Issues for a minimum planning horizon of five years and a maximum planning horizon of twenty years.

b. Load: Load demand will generally be modeled by the Transmission Provider as the most probable ("50/50") coincident Load projection for each Transmission Owner's service territory, for the season under study. Specific

studies may model alternative Load probabilities or peak Load for areas within a Transmission Owner's service territory as dictated by operational and planning experience and/or local planning criteria, but in any case shall be treated consistently in the planning for native Load and transmission access requests.

c. Generation: Planning models of five years or longer will model generation, taking into consideration applicable planning reserve requirements, that are: (i) existing and expected to be in existence in the planning horizon; (ii) not existing but with executed interconnection agreements; (iii) associated with MHVDC Transmission Lines with executed Transmission Connection Agreements, and (iv) additional generation as determined with stakeholder input, as necessary to adequately and efficiently meet demand forecasted through the planning horizon and to facilitate compliance with statutory or regulatory mandates. The Transmission Provider shall apply a scenario analysis to determine alternative future generation portfolio possibilities.

Generation portfolio development for planning model purposes will be developed with input from the Planning Advisory Committee and its subcommittees, working groups, and task forces. Point-To-Point Transmission Service and Network Integration Transmission Service customers will have an opportunity to guide new generation portfolio development that is reflective of customer future resource plans.

d. Demand Response Resources: Planning solutions will be based upon the best available information regarding the expected amount and location of Load

that can be effectively and efficiently reduced by demand response or energy efficiency programs, as well as the amount of behind-the-meter generation that can reliably be expected to produce Energy that could impact planning solutions. The Transmission Provider shall perform and report on sensitivity analyses that indicate the effectiveness of potential demand response as alternative planning solutions, to the extent that appropriate methodology for such analyses is developed with stakeholders and documented in the TPBPM.

e. Topology: Each planning study will use the best known topology based upon the most recently approved MTEP. Planning studies will include all projects approved by the Transmission Provider Board, and shall identify, as appropriate, and as detailed in the TPBPM, any system needs already identified in the most recent approved MTEP.

9. Evaluation of Alternatives: When the planning analyses, based on the foregoing principles, identifies Transmission Issues, the Transmission Provider will consider the inputs from stakeholders derived from the SPM processes, the inputs from the Planning Subcommittee and the Planning Advisory Committee, the plans of any Transmission Owner with its own FERC-approved local planning process, and the MTEP aggregate system analyses against applicable planning criteria, in determining the solutions to be included in the MTEP and recommended to the Transmission Provider Board for implementation.

10. Facility Design: Facility design and system configuration (such as conductor sizes, transformer design, bus configuration, protection schemes) are selected by the

Transmission Owner, and must be consistently applied by the Transmission Owner for comparable system service conditions. Comparable application of system design does not preclude the consideration or selection of advanced or alternative transmission technology. For Competitive Transmission Facilities associated with Competitive Transmission Projects, the Transmission Provider may provide limitations or requirements regarding facility design when necessary due to a planning driver or to ensure compatibility with existing transmission facilities to which the Competitive Transmission Facilities will interconnect as further described in Section VIII.C.2.c of this Attachment FF.

11. Status of Recommended Facilities: The status of all project facilities recommended for implementation in the MTEP shall be reported to the Transmission Provider on a quarterly basis and upon solicitation from the Transmission Provider. Each Selected Developer and Transmission Owner is required to provide such status updates regarding the facilities for which it is responsible to construct to the Transmission Provider as further specified in this Section I.C.11 of Attachment FF of the Tariff and the Business Practices Manuals.

The Transmission Provider shall report on such status to the Transmission Provider Board on a quarterly basis, or as otherwise directed by the Transmission Provider Board. The Transmission Provider shall also publicly post such status in a form consistent with the Business Practices Manuals to the Transmission Provider's website on a quarterly basis, redacting any CEII and/or confidential information as necessary.

(a) *Status of Eligible Project facilities approved after December 1, 2015:*

Each Selected Developer and incumbent Transmission Owner shall provide quarterly status reports to the Transmission Provider regarding the facilities included in an Eligible Project approved after December 1st, 2015 for which it is responsible to construct until the quarter after all such facilities have been placed into service and transferred to the Transmission Provider's functional control, or the facilities and/or Eligible Project are otherwise reassigned, canceled, or terminated.

Quarterly status reports shall conform to the format set forth in the Business Practices Manuals and include, at a minimum, the following: (i) project schedule, including each facility's estimated in-service date and any material changes therein; (ii) estimated project costs, including the estimated cost to complete each facility, any material changes therein as compared to the applicable Baseline Cost Estimate as set forth in Section IX.C.1.1, the total project expenditures to date, and the total project expenditures to date expressed as a percentage of the Baseline Cost Estimate, as set forth in Section IX.C.1.1; (iii) facility development status (i.e. under construction, in service, completed, or withdrawn); (iv) status of obtaining necessary regulatory and or environmental permits, certificates, or approvals, including meeting necessary licensing requirements; (v) status of land and right-of-way acquisition; (vi) status of design and engineering; (vii) status of any necessary interconnection agreements; (viii) an explanation of the causes of, or reasons for, any material changes to or deviations from the MTEP in-service date, Baseline Cost-Estimate as set forth in Section IX.C.1.1, and information provided in the last quarterly status report; and (ix) an assessment of the impact of any material changes on the project, including the continued ability to meet the

MTEP in-service date.

Within one hundred eighty (180) Calendar Days after the date the Selected Developer or Transmission Owner have placed all of the facilities included in a Eligible Project for which it is responsible to construct into service, including the transfer of functional control to the Transmission Provider, unless the Transmission Provider and Selected Developer or Transmission Owner agree on a different date, shall provide the Transmission Provider with the following:

1. the final costs to construct the facilities;

2. copies of the final "as-built" drawings and specifications of the facilities;

3. copies of any inspection reports performed on the facilities; and

4. geo-spatial information specific to the facilities (i.e. GIS compatible maps, GPS coordinates, etc.)

(b) *Additional status requirements for Competitive Transmission Facilities:*

In addition to the requirements specified above in Section I.C.11.a of Attachment FF, each Selected Developer shall also include in its status reports the following: (i) status of any necessary project financing; (ii) the percentage (%) of the total project expenditures to date as compared to the total projected project cost schedule provided in the Selected Proposal; (iii) whether any rate filings associated with the Competitive Transmission Facilities were made during the previous quarter or expected to be made in the upcoming quarter; (iv) any changes in the continuing ability to meet the obligations of the Selected Developer Agreement according to the schedules and milestones agreed to therein, including any binding cost-containment measures that were included in the

Selected Proposal; (v) an explanation of the causes of, or reasons for, any changes from the specifications included in the Selected Proposal; and (vi) an assessment of the impact of any such changes on the Competitive Transmission Facilities included in the Competitive Transmission Project.

(c) *Status of all other facilities recommended for implementation in the MTEP:*

The requirements and obligations set forth in this section I.C.11.c of Attachment FF, shall be applicable to all facilities recommended for implementation in the MTEP except for those facilities that are included in an Eligible Project approved by the Transmission Provider Board after December 1, 2015.

Each incumbent Transmission Owner shall provide status reports to the Transmission Provider regarding the facilities that are included in projects other than those specified in Attachment FF §I.C.11.a for which it is responsible to construct, until the quarter after such facilities have been placed into service and transferred to the Transmission Provider's functional control. Status reports shall conform to the format set forth in the Business Practices Manuals and at a minimum, include the following: (i) material changes to the schedule and to the estimated project cost; (ii) an explanation of the causes of, or reasons for, any such changes; and (iii) changes in project status (i.e., under construction, in service, completed, or withdrawn). The Transmission Provider shall report such progress to the Transmission Provider Board on a quarterly basis, or as otherwise directed by the Transmission Provider Board.

12. Treatment of Critical Energy Infrastructure Information ("CEII") and Confidential Data: The Transmission Provider shall utilize appropriate Non-Disclosure and

Confidentiality Agreements ("NDA") to address sharing of Confidential Information and CEII transmission planning information. The secured sites containing such information will require such agreements to be executed in order to obtain access to those applications. Stakeholder meetings at which CEII may be available shall be noticed to email distribution lists and shall require execution of NDAs prior to participation in such meetings. In the alternative, such meetings will be structured to have separate discussion of issues involving CEII data only with participants that agree to execute the NDA. Confidential information related to economic (e.g., congestion) studies, as well as CEII, is clearly sensitive information which must remain confidential. The Transmission Provider shall use generic, publicly available, cost information from industry sources in the economic studies to prevent the accidental release of confidential information. This approach will promote an open planning process because the results of economic studies are available to all interested parties.

Entities that are members of any stakeholder sector of the Advisory Committee shall, upon request and subject to execution of the appropriate NDA(s), be provided with access to the data used by the Transmission Provider to develop the MISO Transmission Expansion Plan designated as Confidential Information and/or CEII. Access, which shall be described in the Transmission Planning Business Practices Manual, shall be subject to: (1) the prior execution of all appropriate NDAs required by the Transmission Provider to protect Confidential Information as well as CEII by persons authorized by the sector member to receive transmission planning information on the sector member's behalf and (2) any provisions of this Tariff or the applicable Business Practice Manuals that govern

access to or use of the type of information for which access is sought. The provisions of this Section I.C.12 are not exclusive and do not diminish the right of any stakeholder to access Confidential Information or CEII under any other authorizing provision of the Tariff, Business Practices Manuals, or FERC order.

13. Resolution of Stakeholder Input: The Transmission Provider shall solicit input and comments from all stakeholders, including Transmission Owners, during and after stakeholder planning meetings, and will use reasonable efforts to reply to comments that the Transmission Provider does not elect to implement, together with reasons for such actions. The Transmission Provider shall develop a process for the documentation and resolution of stakeholder issues raised in the planning process, including but not limited to issues related to planning criteria.

14. Dispute resolution: Consistent with Attachment HH of this Tariff, the Transmission Provider shall resolve disputes concerning MTEP issues. The first step will be for designated representatives of the affected parties to work together to resolve the relevant issues in a manner that is acceptable to all parties. If that step is unsuccessful, each affected party shall designate an officer who shall review disputes involving them that their designated representatives are unable to resolve. The applicable officers of the parties involved in such dispute shall work together to resolve the disputes so referred in a manner that meets the interests of such parties, either until such agreement is reached, or until an impasse is declared by any party to such dispute. If such officers are unable to satisfactorily resolve the issues, the matter shall be referred to mediation. Parties that are not satisfied with the dispute resolution procedures may only file a complaint with the

Commission during the negotiation or mediation steps.

If a matter remains unresolved, the affected parties may pursue arbitration.

D. Project Coordination: In the course of the MTEP process, the Transmission Provider shall seek out opportunities to coordinate or consolidate, where possible, individually defined transmission projects into more comprehensive cost-effective developments subject to the limitations imposed by prior commitments and lead-time constraints. The Transmission Provider shall coordinate with Transmission Owners, and shall consider the input from the SPMs, Planning Subcommittee, and Planning Advisory Committee to develop expansion plans to meet the needs of the system. This multi-party collaborative process will allow for all projects with regional and inter-regional impact to be analyzed for their combined effects on the Transmission System. Moreover, this collaborative process is designed to ensure that the MTEP address Transmission Issues within the applicable planning horizon in the most efficient and cost effective manner, while giving consideration to the inputs from all stakeholders. In addition to the requirements of this Attachment FF, there may be state or local procedural requirements applicable to the planning or siting of transmission facilities by the Transmission Owners. A current list of those requirements can be found on the Transmission Provider's website.

1. Transmission Owners Electing to Integrate their Local Planning Processes into the Transmission Provider's Processes: Some Transmission Owners have agreed to integrate internal planning process with the Transmission Provider's open and coordinated planning processes for all of their transmission facilities to comply with Order 890 Planning Principles instead of filing a separate Attachment K. Through this election, the local planning for all transmission facilities of these Transmission Owners, regardless of

whether the facilities are ultimately transferred to the functional control of the Transmission Provider, shall be integrated with and included in the regional planning processes of the Transmission Provider. These regional planning processes, as provided for in this Attachment FF and in additional detail in the TPBPM, ensure that the planning decisions for all such facilities are made in an open and transparent environment. This planning environment provides opportunity for input from, and review by, stakeholders of the Open Access Transmission Tariff services throughout the planning process, and is in accordance with the Planning Principles of the Order 890 Final Rule. The open and transparent planning provisions of this Attachment FF shall not preclude interaction between stakeholders and Transmission Owners prior to the submittal of proposed projects to the regional planning process.

Transmission Owners integrating local planning processes into the regional planning processes are listed in Attachment FF-4. Such Transmission Owners shall be responsible for providing the Transmission Provider with sufficient information regarding all planning activities to enable the Transmission Provider to adequately review and incorporate all of the Transmission Owner's transmission facilities into the regional planning process of the Transmission Provider, as described in Sections I.D.1.a. and I.D.1.b. of this Attachment FF.

The foregoing Transmission Owners will utilize the planning stakeholder forums of the Transmission Provider to demonstrate the need for, identify the alternatives to, and report the status of non-transferred transmission facilities using the same open, transparent and coordinated planning process provided by the Transmission Provider for

transferred facilities as described in this Attachment FF.

a. Local Planning Processes of Transmission Owners: In accordance with the ISO Agreement, each Transmission Owner engages in local system planning in order to carry out its responsibility for meeting its respective transmission needs in collaboration with the Transmission Provider subject to the requirements of applicable state law or regulatory authority. In meeting its responsibilities under the ISO Agreement, the Transmission Owners may, as appropriate, develop and propose plans involving modifications to any of the Transmission Owner's transmission facilities which are part of the Transmission System. The Transmission Owners shall include the following specific local planning steps in order to develop plans for potential inclusion in the regional plan, in accordance with the annual regional planning process as described in Section I.D.1.b. of this Attachment FF, and in accordance with the regional planning principles of Section I.C of this Attachment. In addition to the local planning steps below, Transmission Owners shall adhere to any applicable state or local regulatory planning processes.

i. Define local study area and study horizon;

ii. Develop appropriate power system models;

a) Utilize existing NERC or Transmission Provider cases to model external systems;

b) Insert detailed model of Transmission Owner system if required;

c) Insert updated detailed models of neighboring system models if required; and

d) Verify model topology and generation.

iii. Update loads (spatial and magnitude) in study area;

a) Review historical MW and MVAR data to develop growth trends;

b) Obtain Load forecasts from customers in study area; and

c) Obtain input from local distribution planners in the study area.

iv. Perform contingency analysis using applicable Transmission Owner planning criteria;

v. Identify any violations to planning criteria for each of study period;

vi. Develop alternative solutions to the criteria violations and test against the planning criteria;

a) Obtain cost estimates for each alternative and perform economic analyses; and

b) Determine non-cost attributes of each alternative such as operating flexibility, robustness, among others.

vii. Select alternative based on cost and non-cost attributes;

viii. Submit proposed solution and list of alternatives and assumptions to the Transmission Provider;

ix. Participate in stakeholder evaluations and discussions as a part of annual regional plan development process;

x. Perform additional analysis as required based on feedback from stakeholder groups (SPM/PS) in the regional planning process;

xi. Submit results of additional analysis (if performed) to the Transmission

Provider for further discussion with stakeholders (SPM/PS);

xii. Consider regional planning process results, including stakeholder feedback on needs, proposed solutions, and alternatives, in determining whether or not to proceed with implementation of Transmission Owner proposed expansions; and

xiii. Post the planning criteria and assumptions, and power flow models used in development of each Transmission Owner's current local planning proposal in accordance with Section I.D.1.b below. To the extent that the Transmission Owner uses the MISO MTEP models in developing its list of newly proposed projects, the Transmission Owner shall indicate as per Section I.D.1.b. below, the associated MTEP model used.

The Transmission Provider will maintain a link to applicable MTEP models on its website together with instructions for accessing such models consistent with CEII criteria and suitable non-disclosure agreements. In the event that the Transmission Owner applies its own power flow models in developing its proposed local plans, the Transmission Owner shall provide such models to the Transmission Provider for posting, or shall provide to the Transmission Provider a link to the location of such Transmission Owner model(s) and to instructions for accessing such models consistent with the Transmission Owner's CEII and non-disclosure requirements. Transmission Provider shall post on its website links to such postings on Transmission Owner's website.

b. Integration of Local Planning Processes of Transmission Owners: Transmission Owners listed on Attachment FF-4 as integrating local planning processes

with those of the Transmission Provider, shall integrate proposals for transmission expansions into the regional planning process as follows. Each Transmission Owner shall submit its proposals for transmission plans to the Transmission Provider prior to the start of each regional planning cycle. Each Transmission Owner's local plan, which consists of a list of proposed projects, shall be made available on the Transmission Provider's website for review by the PAC, the PS, and the SPM participants, subject to CEII and the confidentiality provisions in this Attachment FF. Such local plans shall be posted by September 15 each year in order to provide time for written comments by stakeholders. In addition to the list of proposed projects, each Transmission Owner submitting newly proposed projects by September 15 in any MTEP annual cycle shall provide to the Transmission Provider by June 1 of the same year identification of any MISO base power flow model used by the Transmission Owner in support of the identification of the list of proposed projects to be subsequently posted in September, or in the event that the Transmission Owner uses a non-MISO base power flow model in support of the identification of the list of proposed projects the Transmission Owner shall provide to the Transmission Provider such base power flow model or a link to the power flow model and assumptions used.

Each Transmission Owner's local planning model and associated assumptions shall be accessible on or through a link on the Transmission Provider's website for review, subject to CEII and the confidentiality provisions in this Attachment FF and consistent with section I.D.1.a. In the event that the Transmission Owner uses a non-MISO base power flow model, the Transmission Owner shall provide for posting updates

if there are significant changes in the model by July 15, August 15, and September 15 of each year. Comments by stakeholders on the local planning models and assumptions that are provided to the Transmission Provider SPM Planning Contact by July 1, or August 1 or September 1 with respect to updates, shall be forwarded to the applicable Transmission Owner by July 8, August 8, or September 8, respectively. The Transmission Provider shall address any unresolved stakeholder issues through the SPM process.

Each Transmission Owner shall also provide to the Transmission Provider by June 1 of each year any updates to the posted transmission planning criteria, or a notification that the posted documents have not changed. In the event a Transmission Owner has additional significant updates to the posted transmission planning criteria, the Transmission Owner shall provide such updates for posting by July 15, August 15, and September 15 of each year.

The Transmission Provider shall post on its website the lists of newly proposed projects, criteria and assumptions, and supporting base power flow models or links to supporting base power flow models, as provided by the Transmission Owners. Initial comments by stakeholders to the proposed projects should be provided to the Transmission Provider SPM Planning Contact 45 days after the posting of local plans otherwise comments may be made pursuant to Section I.C.2.c.ii. The Transmission Provider SPM Planning Contact shall be identified on the Transmission Provider's web site page devoted to Expansion Planning. The Transmission Provider shall provide to the applicable Transmission Owner within five working days of receipt, a copy of all stakeholder comments received within 45 days of the posted information regarding

Transmission Owner planning criteria and assumptions, models applied, and list of proposed projects. The Transmission Provider shall address any unresolved stakeholder issues through the SPM process. Each Transmission Owner must participate in SPMs in the respective Planning sub-region as indicated in the Transmission Providers meeting schedule. Such SPMs shall provide input to and review of the results of the needs assessments and adequacy of plans proposed by the Transmission Owners, or by stakeholders to the planning process, or by the Transmission Provider, to best meet the needs of the sub-region.

Transmission Owners identified in Attachment FF-4, must submit to the Transmission Provider, on an annual basis and at a time to be determined by the Transmission Provider, which shall be prior to the beginning of each regional planning cycle, all proposed transmission plans for both transferred and non-transferred transmission facilities. The submitted projects of such Transmission Owners shall be considered potential alternatives to system needs identified, and as such must be submitted when initially identified as a potential system solution, in order to permit the evaluation of such projects along with other potential alternatives that may be proposed by stakeholders or the Transmission Provider, in the SPM processes. Such alternatives may include transmission, generation, and demand-side resources. The Transmission Provider will review and evaluate such alternatives on a comparable basis and select the most appropriate solution. Comparability includes the ability of the Transmission Provider to obtain contractual assurances that the selected solution will be implemented by the required in-service dates. Contractual commitments associated with the

construction of an MTEP Appendix A approved project by MISO Transmission Owner(s) and/or Selected Developer(s) are provided for by the ISO Agreement, this Tariff, and the Selected Developer Agreement.

c. Large Load Project Review Process

i. Definitions

For purposes of Sections II and III of this Attachment FF and Attachments LLL and MMM, capitalized terms shall have the meaning set forth in this section. Any capitalized terms not defined herein shall have the meaning set forth in Module A of the Tariff.

Large Load Network Upgrade(s): Those additions, modifications, and upgrades to be made to the Transmission System that are to be located inside the Transmission Pricing Zone containing the Point of Withdrawal for the Large Load, including Transmission Owner's system protection facilities, which are required to accommodate the interconnection of the Large Load to the Transmission System and are additions, modifications, and upgrades the Transmission Provider, through the Large Load Project Review process, has found to be necessary for the Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to the Large Load Transmission Customer. The Large Load Network Upgrade(s) shall be set forth in Exhibit B to the Large Load Cost Recovery Agreement in the form of Attachment LLL to the Tariff.

Impacted Transmission Owner Large Load Network Upgrade(s) ("ITO-Large Load Network Upgrades"): Those additions, modifications, and upgrades to be

made to the Transmission System that are located outside of the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load, including the Transmission Owner's system protection facilities to accommodate the interconnection of the Large Load to the Transmission System and are additions, modifications, and upgrades the Transmission Provider, through the Large Load Project Review process, has found to be necessary for the Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to the Large Load Transmission Customer. The Impacted Transmission Owner Large Load Network Upgrade(s) shall be set forth in a Large Load Impacted Transmission Owner Cost Recovery Agreement(s) in the form of Attachment MMM to the Tariff.

Large Load Cost Recovery Agreement ("LL-CRA"): An agreement in the form of Attachment LLL between a Large Load Transmission Customer, the interconnecting Transmission Owner with Large Load Network Upgrades, the Transmission Owner(s) with Large Load Network Upgrades located inside the Transmission Pricing Zone containing the Point of Withdrawal for the Large Load, and the Transmission Provider, that establishes the rights and obligations of the parties with respect to the cost responsibility for the Large Load Network Upgrade(s).

Large Load Impacted Transmission Owner Cost Recovery Agreement ("LLITO-CRA"): An agreement in the form of Attachment MMM, between a Large Load Transmission Customer, a Transmission Owner with Impacted Transmission Owner Large Load Network Upgrade(s), and the Transmission Provider, that establishes the

rights and obligations of the parties with respect to the cost responsibility for the Impacted Transmission Owner Large Load Network Upgrade(s).

ii. Large Load Project Review Process Scope and Application

a) A Large Load Transmission Customer seeking Transmission Service to serve a Large Load must submit a Large Load Transmission Service Application (or "Large Load Application") in the form specified by the Transmission Provider. Within the Large Load Application, the Large Load Transmission Customer must indicate (i) whether it is requesting an expansion of an existing load or proposing a new load; (ii) the specific study process it is requesting as summarized below; and (iii) provide all information, deposits, and documentation required by the selected study process.

b) The Large Load Application must request processing through only one of the following study options:

- Large Load Project Review ("LLPR") = the required core study process for Large Loads that are equal to or greater than 50 MW, or existing loads that are increasing by at least 25 MW in the aggregate.
- Firm Service Step Up ("FSSU") = takes place after Large Load Addition Resource Study or LLPR is completed; the process to determine firm NITS service level of the incremental addition of load until the commencement of full firm service of the Large Load.
- Interim Network Integration Transmission Service ("Interim NITS") = takes place after LLPR is completed; provides an interim non-firm Transmission

Service while Large Load Network Upgrades are being constructed. This option may be selected after completion of the LLPR process.

- Large Load Addition Resource Study Process ("LARS") = provides an expedited study process for large loads greater than 200 MW that has a proximately located generation resource that is formally paired with it. The load and generation studies will be completed in a parallel 120-day study process. The study process requires the generation and load pair to execute a minimum five-year commercial agreement in addition to remaining paired for a minimum of fifteen years to participate in LARS.

The Transmission Provider shall review the application in accordance with the procedures applicable to the selected process. The Large Load Transmission Customer may not change the requested service study process, or the amount of MW identified once the Large Load Application is submitted.

In the event that the relevant Transmission Owner is unknown, the Large Load Transmission Customer may request the Transmission Provider to provide the name and the contact information of the Transmission Owner through a request form. In the form, the Large Load Transmission Customer must submit the relevant information to the Transmission Provider to help it identify the relevant Transmission Owner.

The Transmission Customer may request an optional study in accordance with

Attachment FF-10 that the Transmission Provider perform the EMT studies for such Transmission Customer. In the event that they make such request, the Transmission Customer will need to submit a study deposit of one hundred thousand dollars ($100,000).

iii. Large Load Project Review Study

Large Load that has been identified by the Transmission Owner of the Electric Facility and its Point of Withdrawal as requiring transmission upgrades will be independently reviewed by the Transmission Provider to determine the reliability impacts on the MISO Transmission System after submission to the Transmission Provider. The Transmission Provider will collaborate with the Transmission Owner and Large Load Transmission Customer to review the results of the Transmission Provider's independent analysis and determine if any mitigation is required to address reliability impacts as addressed below in the Large Load Project Review study. The Large Load Transmission Customer and Transmission Owner shall supply facility information, planning models, model quality and performance verification, supporting technical report and any other information identified in the Business Practices Manuals as necessary to enable the Transmission Provider to perform reliability analysis studies. Any modification to the Transmission System will be presented to stakeholders through the MTEP process, which includes LLPR and Out-of-Cycle Review.

a) Triannual Studies

The Transmission Provider will perform LLPR studies three times during each

365-day period commencing from the effective date for the Tariff revisions proposed in Docket No. ER27-____ for this LLPR process, based on any Large Load Applications received by the Large Load Application deadline. The Transmission Provider shall post the application deadline on its website. After the first LLPR study cycle, the Transmission Provider shall post the application deadline no later than ninety (90) Calendar Days prior to such deadline. The Transmission Provider will accept Large Load Applications on a rolling basis. Any Large Load Applications received after the posted deadline shall be eligible for inclusion in the next LLPR study. Any Large Load Applications that remain deficient at the end of the cure period described in Section I.D.1.c.iii.c will be automatically withdrawn but shall be eligible for resubmission in the next LLPR study.

b) Requirements for LLPR Processing

A valid and complete Large Load Application shall include the following information as further described in the Transmission Planning Business Practices Manual (BPM) or Large Load BPM:

1) Identification of the following information:

a. Geographic location: the Point of Withdrawal for the Large Load and the Electric Facilities.

b. The level, in MW, of firm and non-firm transmission service requested.

c. Facility load composition and major equipment characteristics, including computational/non-computational load and major power-

electronic, motor/cooling, uninterruptible power supply (UPS)/battery energy storage system (BESS), backup/on-site generation, and reactive equipment, as applicable Operating and dynamic characteristics, including load profile, staged development, significant or repetitive load changes, and workload transfer characteristics, as applicable.

d. Protection, ride-through, recovery, and other material dynamic-performance characteristics, as applicable.

e. MTEP Project ID for associated load and transmission upgrades.

f. MOD Project ID for associated load and transmission upgrades.

g. Requested In Service Date and as applicable the trial operation Date.

h. Contact information.

2) Study files

a. Applicable planning models and supporting model documentation/verification information, including power-flow, positive-sequence dynamic, and EMT models as required in the BPM for Large Loads.

b. Contingency and Monitored Element update.

c. One line diagram.

d. Transmission Owner's Interconnection Study Report that includes the following:

- Study scope, steady and dynamic analysis results, and the necessary mitigations.
- Transmission Owner studies that inform submitted solutions including ATT/GETS considered and the outcome of that determination.
- If Transmission Owner has identified required Large Load Network Upgrades, then the report must include the following information:
    - Identification of the Large Load Network Upgrade, including location and Transmission Issue that it is required to address;
    - The Transmission Owner's estimate of the total cost of each Large Load Network Upgrade;
    - Identification of the following: 1) the total Large Load Network Upgrade costs required to serve the Large Load Transmission Customer in the amount the Large Load Transmission Customer is obligated to pay; and (2) If the portion of the costs assumed by the Large Load Transmission Customer is less than 100% of the capital costs of all Large Load Network Upgrades submitted in the LLPR process, a narrative explanation of how this portion was determined.

3) Attestation

A Large Load Transmission Customer seeking to procure any form of Transmission Service on behalf of a Large Load, including any increase in existing Transmission Service of 25 MW or more for an existing Large Load, shall include with its Large Load Application an attestation from the Large Load Transmission Customer in the form provided as Attachment FF-9, attesting that:

i. The Large Load Transmission Customer acknowledges that reliability impacts and any additional mitigations remain subject to review by the Transmission Provider through the applicable study process;

ii. The Large Load Transmission Customer will comply with all applicable terms in Module B, Section 37A and associated submission timelines for the Large Load; and

iii. The Large Load Transmission Customer has a commercial agreement with the entity that owns the Large Load providing for Large Load Transmission Customer to procure or request Transmission Service on behalf of the Large Load.

iv. The Large Load Transmission Customer does not have any requests for Transmission Service to serve the Large Load identified in current application pending with the Transmission Provider and agrees that the submission of any subsequent application for Transmission Service to serve the same Large Load shall be deemed a request to withdraw the current application. This certification shall not be construed to prevent the

submission of an application for additional Transmission Service for a Large Load previously granted Transmission Service.

4) An executed LLPR System Impact Study Agreement in the form of Attachment FF-10 to Attachment FF.

5) A non-refundable application fee of two hundred fifty thousand dollars ($250,000).

6) A study deposit of one hundred thousand dollars ($100,000) upon submission of the Large Load Application to cover the cost of the LLPR process, FSSU, or Interim NITS.

7) A completed non-disclosure agreement, in the form of Attachment Z to the Tariff, executed by the Large Load Transmission Customer.

8) A completed and executed CEII non-disclosure agreement in the form of Attachment FF-11 to the Tariff listing all individuals that Large Load Transmission Customer intends to have access to any CEII provided is accordance.

c) Review and Cure of Application Deficiencies

A Large Load Application will not be considered valid until all items in Section I.D.iii.b have been received by Transmission Provider. The Transmission Provider shall determine whether any requirements are not met; Transmission Provider shall then notify the Large Load Transmission Customer within fifteen (15) Business Days from the Large Load Application deadline either that the Transmission Provider has accepted the Large Load Application as valid or has determined that the Application is not valid due to its

failure to meet one or more of the requirements set forth in Section I.D.iii.b. In the event Transmission Provider determines that the Large Load Application does not meet one or more of the requirements set forth in Section I.D.iii.b., Transmission Provider shall provide the Large Load Transmission Customer with an explanation of the reasons for such determination. The Large Load Transmission Customer shall have ten (10) Business Days from the date that the Transmission Provider notifies the Large Load Transmission Customer the Large Load Application is invalid to provide the additional requested information needed to constitute a valid Large Load Application. The Transmission Provider will communicate with the Large Load Transmission Customer whether the identified deficiencies are cured within five (5) Business Days. In summary, the Transmission Provider shall have one review period of fifteen (15) Business Days, and the Large Load Transmission Customer shall have one cure period of ten (10) Business Days during the Large Load Application review process.

In the event the Transmission Provider discovers a deficiency with the Large Load Application later in the LLPR process, the Transmission Provider will notify the Large Load Transmission Customer as soon as practicable. The Large Load Transmission Customer shall provide the Transmission Provider the additional requested information needed to constitute a valid Large Load Application no later than five (5) Business Days after the request is made. In the event that the deficiency is not cured within the required five (5) Business Day period, the Large Load Transmission Customer's Large Load Application shall immediately be deemed withdrawn as of the date of such deadline without any further cure period. The Transmission Provider shall

provide written notice to the Large Load Transmission Customer of the Application's withdrawal with an explanation of the reasons for such deemed withdrawal upon the expiration of the Large Load Transmission Customer's five (5) Business Day cure period.

d) Model Build Period

Not later than five (5) Business Days after the conclusion of the ten (10) Business Day cure period, the Transmission Provider shall develop models for the LLPR studies based on the latest MTEP case and reflecting all MTEP approvals that have occurred as of the end of the ten (10) Business Day cure period (as described in Section I.D.1.c.iii.c) for the LLPR study for which the model is being developed. The Transmission Provider shall circulate draft models once prepared to the applicable Transmission Owners and Large Load Transmission Customers that have executed the required nondisclosure agreements, and comments on the models received within five (5) Business Days will be considered. The Transmission Provider shall finalize the models at the conclusion of model review. The model build period shall end on the date that the Transmission Provider provides the final models to the applicable Transmission Owners and Large Load Transmission Customers. The Transmission Provider shall use reasonable efforts to complete the model building and review activities described in this Section I.D.1.c.iii.d within thirty (30) Calendar Days after the conclusion of the Large Load Application cure process.

e) The LLPR System Impact Study

The Transmission Provider shall commence the LLPR System Impact Study two (2) Business Days after the conclusion of the model build process described in Section

I.D.1.c.iii.d. This study shall consist of an analysis of the impacts of the Large Load on the Transmission System as further described in Attachment FF-10 to the Tariff and based on any applicable planning criteria, including accepted NERC reliability standards and reliability standards adopted by Regional Entities, local planning reliability criteria of the Transmission Owner, or required by a State Regulatory Authority or local regulatory authority, any other planning criteria or metrics defined in this Attachment FF, and any Applicable Laws and Regulations. During performance of the LLPR System Impact Study, the Transmission Provider may consider alternative solutions including those suggested by stakeholders and the MTEP aggregate system analyses against applicable planning criteria, in determining the solutions to be included in the LLPR System Impact Study.

The Transmission Provider will post all proposed Large Load Applications to be included in the upcoming LLPR System Impact Study to the Transmission Provider's MTEP public webpage and will send notice of their posting via email within two weeks after the start of each study cycle.

The Transmission Provider shall analyze the impacts of the Large Load Application based on the models and with applicable planning requirements described in Sections I.D.1.c.iii.e for the Large Load in accordance with Attachment FF and the Transmission Planning Business Practices Manual ("TPBPM").

If any Transmission Issues are identified, the Transmission Provider will send the initial Transmission Issues and collaborate with Transmission Owners on the development of possible solutions, including ATT/GETS, and the selection of preferred

solutions to the identified Transmission Issues. Transmission Owners have fifteen (15) Business Days to respond with possible solutions and associated costs to identified Transmission Issues. The Transmission Provider will review and test the mitigation within ten (10) Business Days. If more Transmission Issues are identified by the Transmission Provider, the Transmission Provider will notify the applicable Transmission Owners and the Transmission Owners will have ten (10) Business Days to develop possible solutions and associated costs to the identified Transmission Issues. The Transmission Provider will review and test the mitigation within five (5) Business Days, if the Transmission Issues are not resolved the Large Load Application will be withdrawn and the project will be removed from the LLPR study.

Upon conclusion of an LLPR study, the Transmission Provider shall provide a draft LLPR study report ("LLPR Study Report") to the Large Load Transmission Customer and each applicable Transmission Owner. The Large Load Transmission Customer and Transmission Owner(s) shall have five (5) Business Days to review and provide comments on the draft LLPR Study Report.

f) Tender and Processing of Final LLPR Study Report, Large Load Cost Recovery Agreement and/or Large Load Impacted Transmission Owner Cost Recovery Agreement(s).

At the conclusion and reconciliation of the comments on the draft LLPR Study Report, the Transmission Provider shall tender the final LLPR Study Report and Large Load Cost Recovery Agreement and/or Large Load Impacted Transmission Owner Cost Recovery Agreement(s), as applicable, to the Large Load Transmission Customer and

applicable Transmission Owner(s).

Transmission Owner and Large Load Transmission Customer shall have fifteen (15) Business Days from the date of such tender (a) to execute the Large Load Cost Recovery Agreement and/or Large Load Impacted Transmission Owner Cost Recovery Agreement(s) and return it to the Transmission Provider; or (b) to request that the Large Load Cost Recovery Agreement and/or Large Load Impacted Transmission Owner Cost Recovery Agreement(s) be filed with the Commission as an unexecuted and/or non-conforming agreement(s). Failure to do so by the conclusion of the 15-day period will result in the Large Load Application being withdrawn, and the project being removed from the LLPR process. Further requests for Transmission Service to serve the same Large Load shall require a new application for processing pursuant to LLPR.

The Large Load Network Upgrades and ITO-Large Load Network Upgrades required by an LL-CRA or LLITO-CRA, respectively, shall be deemed approved for MTEP purposes as of the later of: (1) the date that the last party executes a conforming LL-CRA and/or LLITO-CRA; (2) the date of filing with the Commission of an unexecuted and/or non-conforming LL-CRA and/or LLITO-CRA; or (3) the conclusion of the stakeholder comment period required by Section I.D.1.c.iii.h of this Attachment FF. A Large Load Transmission Customer shall not commence Transmission Service under an unexecuted and/or non-conforming LL-CRA or LLITO-CRA until said agreements have been accepted by the Commission.

Subject to Commission acceptance of the revisions to Attachment FF of the Tariff pending before the Commission in Docket No. ER27-25, all LARS Associated

Transmission Customers that submit LARS Applications for inclusion in a LARS cycle with a kickoff date on or after February 14, 2027, shall execute or request the unexecuted filing of the LL-CRA and/or LLITO-CRA, as applicable, for all Network Upgrades identified in a LARS study for which Attachment FF Section I.D.1.b.ii.g. assigns cost responsibility to the LARS Associated Transmission Customer. The LARS Application and Network Upgrades identified in a LARS study for which Attachment FF Section I.D.1.b.ii.g. assigns cost responsibility to the LARS Associated Transmission Customer shall be deemed approved for MTEP purposes as of the later of: (1) the date the last party executes the applicable conforming LL-CRA and, if required, LLITO-CRA(s); (2) the date such nonconforming or unexecuted agreement(s) are submitted to the Commission for acceptance; or (3) the conclusion of the stakeholder comment period required by Section I.D.1.c.iii.h of this Attachment FF. A LARS Associated Transmission Customer shall not commence Transmission Service under an unexecuted or non-conforming LL-CRA or LLITO-CRA until such agreement(s) have been accepted by the Commission.

g.) Resubmission of Large Load Applications and their Removed Projects.

In the event that a Large Load Application is withdrawn or removed from the LLPR study, the Large Load Transmission Customer may submit a new Large Load Application to the Transmission Provider, which the Transmission Provider shall process for inclusion in the next LLPR study period as set forth in this Attachment FF. Such re-submitted application shall clearly identify any information that has changed from the previous submission.

h.) Stakeholder Forums

A stakeholder forum will be scheduled on at least a triannual basis or as otherwise provided for in the TPBPM, to review with stakeholders the transmission needs and solution(s) and any alternatives identified in the completed LLPR studies. Meetings involving CEII or confidential materials shall be handled under Section I.C.12 of this Attachment FF. Following each stakeholder forum, stakeholders will have a defined comment period outlined in the TPBPM. After the comment period closes, Large Load Transmission Customer, Transmission Provider and applicable Transmission Owner(s) have executed a LL-CRA and/or LLITO-CRA in the form of Attachment LLL and/or Attachment MMM to the Tariff, the projects identified by an LLPR study are considered approved by the Transmission Provider, and the applicable Transmission Owner(s) are to make a good faith effort to move forward with the implementation of the project to meet its obligations and requirements as provided in the Transmission Owner's Agreement.

i.) Large Load Cost Recovery Agreement and Large Load Impacted Transmission Owner Cost Recovery Agreement

To mitigate the risk of unfair cost shifting among Transmission Customers, help ensure that a Large Load Transmission Customer bears the risk and is ultimately responsible for the costs incurred to provide its requested Transmission Service, including the cost of any Large Load Network Upgrade(s) and/or Impacted Transmission Owner Large Load Network Upgrade(s), and reduce speculative LLRP requests, a Large Load Transmission Customer shall be required to enter into a Large Load Cost Recovery Agreement and/or Large Load Impacted Transmission Owner Cost Recovery Agreement in the form of agreement set forth in Attachment LLL and/or Attachment MMM,

respectively, or request that such agreement(s) be filed with the Commission as an unexecuted and/or non-conforming agreement(s). The relevant cost recovery agreement will include an exhibit listing the Large Load Network Upgrade(s) and/or Impacted Transmission Owner Large Load Network Upgrade(s) that are required for the Large Load Transmission Customer.

Notwithstanding any provision in the LL-CRA or LL-ITCRA, the Large Load Transmission Customer shall be responsible for the timely payment of all applicable Transmission Service charges incurred for taking Transmission Service to serve the Large Load in accordance with the Tariff.

1. Large Load Cost Recovery Agreement

In addition to any otherwise applicable Transmission Service charges the Large Load Transmission Customer shall be responsible for the costs of the Large Load Network Upgrade(s) pursuant to either subsection (a) or subsection (b) below ("Minimum Contribution"), at the Transmission Owner(s)'s sole election, which shall be evidenced in the LL-CRA.

(a) Transmission Owner(s) may roll into its rates for transmission service the capital costs of the Large Load Network Upgrade(s) constructed to accommodate Large Load Transmission Customer's transmission service request and in such event, Large Load Transmission Customer shall be responsible for the costs of the Large Load Network Upgrades(s), in accordance with the terms set forth in Section 3.3 of the LL-CRA. Any payments allocated to a Transmission Owner under Section 3.3 of the LL-

CRA shall be treated as a revenue credit against the revenue requirement for such Transmission Owner and Transmission Owner will include a workpaper in the Transmission Owner's annual informational filing detailing the crediting of any such payment.

(b) Transmission Owner(s) may directly assign the costs of the Large Load Network Upgrade(s) to the Large Load Transmission Customer and in such event, Large Load Transmission Customer shall be responsible for said costs, in accordance with the terms set forth in Section 3.4 of the LL-CRA. Transmission Owner shall not recover the costs of the Large Load Network Upgrade(s) directly assigned to Large Load Transmission Customer from other Large Load Transmission Customers, as set forth in Section 3.4.2 of the LL-CRA.

To ensure the obligations of the Large Load Transmission Customer pursuant to the LL-CRA, the Large Load Transmission Customer shall post sufficient security to cover the costs of the Large Load Network Upgrade(s) set forth in Section 4 of the LL-CRA.

2. Large Load Impacted Transmission Owner Cost Recovery Agreement

In addition to any otherwise applicable Transmission Service charges, the Large Load Transmission Customer shall be responsible for the costs of the ITO-Large Load Network Upgrade(s), pursuant to either subsection (a) or subsection (b) below ("Minimum Contribution"), at Transmission Owner's sole election, which shall be evidenced in the LLITO-CRA.

(a) Transmission Owner may roll into its rates for transmission service capital

costs of the ITO-Large Load Network Upgrade(s) constructed to accommodate Large Load Transmission Customer's transmission service request and in such event, Large Load Transmission Customer shall be responsible for the costs of the ITO-Large Load Network Upgrade(s), in accordance with Section IV of the LLITO-CRA. Any payments allocated to a Transmission Owner under Section IV of the LLITO-CRA shall be treated as a revenue credit against the revenue requirement for the Transmission Owner and Transmission Owner will include a workpaper in the Transmission Owner's annual informational filing detailing the crediting of any such payment.

(b) Transmission Owner may directly assign the costs of ITO-Large Load Network Upgrade(s) to Large Load Transmission Customer, and it such event, Large Load Transmission Customer shall be responsible for the costs in accordance with Section V of the LLITO-CRA. Transmission Owner shall not recover the costs of the ITO-Large Load Network Upgrade(s) directly assigned to Large Load Transmission Customer from other Large Load Transmission Customers, as set forth in Section V of the LLITO-CRA.

To ensure the obligations of the Large Load Transmission Customer pursuant to the LLITO-CRA, the Large Load Transmission Customer shall post sufficient security to cover the costs of the ITO Large Load Network Upgrade(s) as set forth in Section VI of the LLITO-CRA.

j.) Operations Agreement

Following MTEP approval, Large Load Transmission Customer shall modify or submit an updated Large Load forecast and Exhibit 2 to Attachment F, which is an application for Network Integration Transmission Service (NITS) in accordance with Module B Section 29.2 of the Tariff prior to the Service Commencement Date. Service shall not commence prior to the Transmission Provider's review and execution of such application.

k.) Confidentiality of LLPR Information

Except as otherwise required by the Tariff, the Transmission Provider, Large Load Transmission Customer, and Transmission Owner shall treat all non-public information provided by the other parties during the LLPR process as confidential information. The Large Load Transmission Customer and Transmission Owner shall execute the required universal non-disclosure agreements (NDAs) provided by the Transmission Provider prior to allowing access to such information. Confidential and CEII information shall be covered by the terms of these agreements.

iv. Posting Requirements for Large Load Network Upgrades and/or ITO-Large Load Network Upgrades

The Transmission Provider will include the provision of data on its website in a single location and in a format that is searchable and allows users to filter the data, that identifies the Large Load Network Upgrades and/or ITO-Large Load Network Upgrades that are needed to accommodate requests for Transmission Service by the Large Load Transmission Customer on behalf of the Large Load, and the costs of those Large Load

Network Upgrades and/or ITO-Large Load Network Upgrades.

Transmission Owners shall be required to provide the Transmission Provider for posting on its public website data that details:

1. The aggregate amount of proposed Large Load additions by Large Load Transmission Customers in the Transmission Provider Region, including the aggregate amounts in each Transmission Pricing Zone;
2. The planned Large Load Network Upgrades and/or ITO-Large Load Network Upgrades needed to provide Transmission Service to the Large Load Transmission Customers, identified by type of equipment and Large Load Network Upgrade and/or ITO-Large Load Network Upgrades for each Large Load Application; and
3. Cost estimates for those Large Load Network Upgrades and/or ITO-Large Load Network Upgrades.

The applicable Transmission Owner shall regularly update any cost data provided to the Transmission Provider as set forth in either the Transmission Planning Business Practices Manual or the Large Load Business Practices Manual, as applicable.

d. Contractual Commitments Associated with Non Transmission Alternatives.

Except as provided in Sections I.D.1.d.i (ZGIA) and I.D.1.d.ii (LARS), contractual commitments associated with generation solutions require that a generator interconnection agreement be filed with the Commission pursuant to Attachment X of this Tariff by the time the alternative transmission solution would need to be committed to in order to ensure installation on the required need date.

i. Contractual Commitments for ZG Associated Load

Contractual commitments associated with ZG Associated Load require demonstration to the Transmission Provider of both: (1) an executed agreement between the entity with the ZG Associated Load and the Generating Facility with the associated ZG Interconnection Service as described in Section 3.11 of Attachment X to the Tariff is in place and must span at least the five year planning horizon to ensure the ability to provide adequate lead time for an alternative transmission solution should the contracts terminate; and (2) that the Generating Facility associated with the ZG Associated Load has achieved Commercial Operation by the time that the transmission solution would otherwise need to be in service. In the event that the Generating Facility associated with the ZG Associated Load fails to achieve Commercial Operation by the date that the transmission solution would otherwise need to be in service or the contract between the ZG Associated Load and the associated Generating Facility terminates, then the Transmission Provider may require the applicable Load Serving Entity to delay the in-service date of ZG Associated Load until such time as an alternative solution can be placed in service. Contractual Commitments associated with a LARS Associated Load shall adhere to the requirements set forth in Section I.D.1.b.ii.

ii. Large Load Addition Resource Study (LARS)

For the purposes of this Section I.D.1.b.ii, capitalized terms shall have the meaning as set forth in Module A and Attachment X to the Tariff.

a) LARS Pre-Submission Coordination Process

In accordance with the requirements in Section 3.12.1 of Attachment X,

the LARS Associated Transmission Customer initiates the submission of the LARS Application for the proposed load and associated generation. The Interconnection Customer supports the generation, and the Transmission Owner supports the load.

b) LARS Application Timing and Deposits

The LARS Associated Transmission Customer is responsible for submitting the LARS Application. Both the Transmission Owner supporting the LARS Application and requesting to join LARS shall submit the required Large Load information to the MTEP Portal and an Interconnection Customer supporting the LARS Application and requesting to join LARS shall submit their Interconnection Request with the LARS Associated Transmission Customer to the Transmission Provider no later than the LARS Application deadline as published on the MISO public website, at least twenty (20) Business Days prior to the scheduled kick-off of the LARS study period published on the MISO public website and as described in Section 3.12 of Attachment X. A valid LARS Interconnection Request shall be included in the next available LARS study period that commences after such request is submitted.

A LARS Application shall be accompanied by a Non-Refundable Deposit 1 (D1) of $250,000 submitted by the LARS Associated Transmission Customer. Additional LARS Study Deposits such as D2 as described in Section 3.3.1 of Attachment X apply to the LARS Application and shall be submitted by the Interconnection Customer. All applicable deposits, milestone payments and data

required to enter the Large Load Addition Resource Study must be received at the time the LARS Application is submitted.

c) LARS Application Requirements for Load Customers

LARS Process is a coordinated review under both Attachment FF and Attachment X of the Tariff. A LARS Application shall not be complete until it contains all of the submissions required by Attachment X to the Tariff as well as the requirements set forth below.

A completed LARS Application must identify:

- Facility location (address, county, GPS, Geocode)
- Project Description
- Load Type
- Cost
- Reason for Requesting Expedited Review
- Requested In Service Date
- Expected lead-time from start of major expenditures to in-service date
- Requested date for inclusion in current cycle MTEP
- Submission of Transmission Owner planning study
- MTEP Project ID for associated transmission upgrades, as applicable
- MOD Project ID for associated transmission upgrades, as applicable

- Submission of available additional information supporting the in-service date requirement
- Applicable planning models and supporting model documentation/verification information, including power-flow, positive-sequence dynamic, and EMT models as required
- Contingency /Monitored Element update
- One-line diagram

A LARS Application shall specify the LARS Associated Load's expected peak Demand over any one hour period in MWs and the amount of Interconnection Service requested must not exceed 150 percent of the LARS Associated Load's expected peak Demand. The Point of Interconnection specified in a LARS Application must be located in the same Local Resource Zone as the Point of Withdrawal of the LARS Associated Load.

A LARS Associated Load may be served by multiple Generating Facilities provided that:

1. All Generating Facilities serving a LARS Associated Load behind the same Point of Interconnection must be identified in the LARS Application for the specific LARS Associated Load and must request a minimum of 200 MW of Interconnection Service in the aggregate; or,

2. Multiple Generating Facilities serving a LARS Associated Load may be located behind different Points of Interconnection provided they:

    a. Be located in the same LRZ as the LARS Associated Load,

b. Request a minimum of 200 MW of Interconnection Service for all Generating Facility(ies) behind a separate Point of Interconnection; and,

c. Be submitted as a separate LARS Application for the amount of demand of the LARS Associated Load it will serve through that Point of Interconnection.

No changes shall be made to the LARS Application after submission and prior to the execution or the unexecuted filing of the LLGIA and MTEP approval for the LARS Associated Load except that a LARS Application that is deferred to the next available LARS Study Period will be allowed to extend its In-Service Date or Commercial Operation Date to be no more than three calendar years from the kickoff of the LARS Study Period in which its LARS Application is studied.

The anticipated Service Commencement Date for the LARS Associated Load listed in the LARS Application shall be no later than three calendar years from the submission date of the LARS Application and shall be identical to the Commercial Operation Date listed for the Generating Facility in the LARS Interconnection Request.

d) Evaluation Process for LARS Applicants

In accordance with Section 3.12.3 of Attachment X, the Transmission Provider will evaluate LARS Applications in the order in which they are submitted using the time stamp from submission. The Transmission Provider will limit the maximum size of each LARS Study Period to no more than ten (10) LARS Applications. If more than 10 LARS Applications are submitted for one

LARS Study Period, those surpassing the limit will be studied in a subsequent LARS Study Period in the order in which they were submitted. In the event of a LARS Application withdrawal prior to commencement of the study, the next submitted LARS Application will take its place in the study based on the time stamp from submission. Once a study has commenced, no LARS Applications shall be added to the study.

A LARS Application that does not meet the requirements of LARS per Section 3.12.2 will be notified by the Transmission Provider and automatically withdrawn following the cure period. If deemed ineligible for the LARS process, the project will forfeit its Non-Refundable Deposit D1.

e) LARS Cure and Deficiency Periods

A LARS Application will not be considered valid until all items in Section 3.12 of Attachment X and Section I.D.1.b.ii of Attachment FF, have been received by Transmission Provider. If the LARS Application fails to meet the requirements, Transmission Provider shall notify the Transmission Customer within fifteen (15) Business Days of receipt of the LARS Application either that the Transmission Provider has accepted the Application as valid or has determined that the Application is not valid due to one or more deficiencies. In the event Transmission Provider determines that the Application does not meet all the requirements and thus is not valid, Transmission Provider shall also provide an explanation of the reasons for such determination. The Transmission Customer shall have ten (10) Business Days from the date that the Transmission Provider

identifies the Application as deficient to provide the additional requested information needed to constitute a valid request. The requirements of Section 3.3.3 of Attachment X apply to LARS Applications. The Transmission Provider will have one period of review to identify deficiencies and the entities identified in the LARS Application shall have one cure period to address deficiencies.

f) LARS Refunds

In accordance with Section 3.12.7 of Attachment X, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Large Load Addition Resource Study. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded to the Interconnection Customer as applicable.

g) Termination of LLGIA and/or Withdrawal of Large Load

In the event that the Interconnection Customer's LLGIA is terminated after execution by all parties or after LLGIA is filed unexecuted, the Interconnection Customer will be responsible for the costs of the Network Upgrades that are classified as GIPS and documented in the LLGIA and/or corresponding FCAs or MPFCAs, including those GIP Network Upgrades arising from the Affected System Study process. The Interconnection Customer will be responsible for Network Upgrades resulting from a LARS Study that are classified as GIPs under Attachment X. To the extent the generator fails to commence operation or retires, the load must go through MTEP and during that transition may be subject to similar limitations if the load's Service

Commencement Date is prior to the date LARS Generating Facility commences commercial operation.

Once MTEP approval occurs for the LARS Associated Load, the LARS Associated Transmission Customer remains responsible for the identified BRPs and Other assigned projects even if such LARS Associated Load does not commence service or commences service for less than the total amount of the LARS Associated Load. In addition, if the LLGIA for a LARS Associated Load is terminated, the LARS Associated Transmission Customer remain responsible for the costs thereof. If the load portion of the MTEP Project for the LARS Associated Load is withdrawn, then the Network Upgrade costs assigned as BRP or Other projects for the LARS Associated Load remains the responsibility of the LARS Associated Transmission Customer. If the load portion of the MTEP Project for the LARS Associated Load is withdrawn, the load may go through the applicable MTEP study process.

h) Modifications of LARS Applications

In accordance with Section 3.12.9 of Attachment X, after submission of the LARS Application, no modification to the LARS Application or any of its parameters is permitted.

i) Mitigations to Address Violations

Mitigations developed to address violations observed in only the transmission studies to study the impact of the load shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to

address common violations observed in both the transmission studies to study the impact of the load and the generation study shall be assigned Baseline Reliability Projects (BRP) or Other project types. Mitigations developed to address violations observed only in the generation study shall be assigned to the LARS Interconnection Customer under the Generator Interconnection Project (GIP) project type.

j) Consideration of Generating Facilities included in LARS

In accordance with the LARS definitions, Section 3.3.1, and Section 3.12 of Attachment X, and notwithstanding the requirements of Section I.D.1.b.ii, a generating solution that does not yet have generator interconnection agreement filed with the Commission pursuant to Attachment X of this Tariff may be considered as an alternative transmission solution if: (1) a valid Interconnection Request for such Generating Facility has been submitted for processing under the LARS process specified by Attachment X to the Tariff; and (2) the Transmission Provider has received an executed agreement between the LARS Interconnection Customer, the entity(ies) with the LARS Associated Load with a minimum of 200 MW, and the LARS Associated Transmission Customer that satisfies the requirements of Attachment X, Section 3.12.2(i) with a minimum term of at least five years to align with MISO's transmission planning horizon to ensure the ability to provide adequate lead time for an alternative transmission solution should the agreements terminate. The study will be performed for each LARS Associated Load, including the Interconnection Request, capturing the cumulative

impact based on their submission date per LARS Study Period. The outcome of the LARS Associated Load study is MTEP approval of the load and associated optimized network upgrades.

In the event that the Load In-Service Date is prior to the date on which the proposed LARS Resource achieves Commercial Operations, the Transmission Provider may either; (1) require the applicable Load Serving Entity to delay the in-service date of the LARS Associated Load until such time as an alternative solution can be placed in service or the Generating Facilities achieve(s) Commercial Operation in accordance with Section I.D.1.b.ii of this Attachment; or (2) impose operational limitations on the LARS Associated Load that the Transmission Provider determines are reasonably necessary to maintain the reliability of the Transmission System until such time as the Generating Facility achieves Commercial Operation or an alternative solution is placed into service.

There will be no restudies if a load withdraws from the LARS process.

iii. Contractual Commitments for Demand Side Resource Solutions

Contractual commitments associated with demand-side resource solutions require demonstration to the Transmission Provider of an executed contract between LSE and End-Use Customers. Such demand-side contracts must be in place by the time that the transmission solution would otherwise need to be committed to in order to ensure a timely solution to the identified planning need, and must span the five year planning horizon to ensure the ability to provide adequate lead time for an alternative transmission solution should the demand contracts terminate. Notwithstanding the provisions of

Section VII of the ISO Agreement regarding the Transmission Provider review of Transmission Owner plans, no proposed project of a Transmission Owner that has elected to integrate their local planning processes into the Transmission Provider's processes, as indicated on Attachment FF-4, shall be recommended in the MTEP for implementation until completion of the annual needs analysis carried out in the annual MTEP cycle, as described in Section I.C. of this Attachment FF, except as provided for in Section I.D.1.e. of this Attachment FF.

e. Out-of-Cycle Review of Transmission Owner Plans: In the event that a Transmission Owner determines that system conditions warrant the urgent development of system enhancements that would be jeopardized unless the Transmission Provider performs an expedited review of the impacts of the project, Transmission Provider shall use a streamlined approval process for reviewing and approving projects proposed by the Transmission Owners so that decisions will be provided to the Owner within thirty (30) days of the projects submittal to the MISO unless a longer review period is mutually agreed upon.

2. Transmission Owners Filing Separate Attachment K: Some Transmission Owners as listed on the last page of Attachment FF-5 have developed individual open, local planning processes for their facilities, that comply with the Planning Principles of the Order 890 Final Rule. These Transmission Owners have an Attachment K that describes how the Transmission Owner will comply with the Order No. 890 Planning Principles for all transmission facilities that they plan for, regardless of whether those facilities are ultimately transferred to the functional control of the Transmission Provider. With the exception of Sections I.D.1.a and I.D.1.b., the

provisions of this Attachment FF remain applicable to all Transmission Owners notwithstanding the filing by any Transmission Owner of an Attachment K pursuant to the Order 890 Final Rule.

3. Firm Service Step Up evaluation for Large Load additions:

A Large Load Transmission Customer seeking firm service for the incremental addition to a Large Load in the intervening step-up period prior to full Load integration must submit a Firm Service Step Up request for study as provided for in the Business Practices for Transmission Planning. The Firm Service Step Up request may be submitted only after the planning study for full Load integration has been completed and approved in the MTEP planning process and accompanied by a new or prior executed Attachment FF-10 Large Load Project Review System Impact Study Agreement defining the terms and obligations for the studies. The Transmission Owner shall coordinate with a Large Load Transmission Customer to submit a Firm Service Step Up study request for integration of incremental additions to a Large Load planned in the intervening step-up period prior to full Load integration. The Transmission Provider shall perform a transmission study for the evaluation of Firm Service Step Up requests for approval of firm service for the incremental additions to a Large Load as provided for in the Business Practices for Transmission Planning.

Firm Service Step Up requests may be submitted for incremental Load additions as a single block or multiple blocks. The Large Load Transmission Customer may only commence service for one incremental Load block per Year. Subsequent Firm Service Step Up requests may be submitted for additional Load blocks starting within the intervening step-up until the expected Service Commencement Date for the full Load integration of a Large Load. Each Load addition shall have an expected in-service date no later than 36 months after the submittal date of

the Firm Service Step Up request. The total aggregate level of firm service requested during the intervening step-up period shall not exceed the level of firm Load addition specified in the planning study for the full Load integration.

A Large Load Transmission Customer is eligible for firm service for the incremental addition to a Large Load after the start of the Planning Year following approval of the Firm Service Step Up request and inclusion of the Load in the annual resource assessment. Approval of firm service for the incremental additions to a Large Load is limited in duration and will terminate upon the Service Commencement Date for the full Load integration. The Large Load Transmission Customer shall submit a revised application for Network Integration Transmission Service (NITS) using Exhibit 3 of Attachment F in accordance with Module B Section 29.2 of the Tariff that includes updated load forecast data within 15 Calendar Days following approval of the Firm Service Step Up transmission study for requested firm service.

A Large Load Transmission Customer seeking Interim NITS for the incremental addition of a Large Load must submit a request for through the Firm Service Step Up process for the incremental amount of Interim NITS in the intervening step-up period prior to full Load integration in accordance with the Business Practices Manual for Transmission Planning. Incremental Load additions for Interim NITS may be requested separately or in combination with blocks of firm service as a single block or multiple blocks limited to one incremental Load block per Year. Each Load addition shall have an expected in-service date no later than 36 months after the submittal date of the Firm Service Step Up request. Eligibility for Interim NITS will begin in the current Planning Year after approval of the Firm Service Step Up study request, provided the Load was included in the Coincident Peak Demand forecast. Approval of Interim

NITS for the incremental additions to a Large Load is limited in duration and will terminate upon the Service Commencement Date for the full Load integration. The Transmission Provider will perform an initial screening study as provided for in the Business Practices for Transmission Planning to determine eligibility for Interim NITS. Prior to the commencement of the Interim NITS, the Large Load Transmission Customer shall submit a revised application for Interim NITS using Exhibit 4 of Attachment F in accordance with Module B Section 28.1 of the Tariff for the requested amount of Interim NITS for evaluation and approval by the Transmission Provider in accordance with Module B Section 32.

E. Interregional Coordination and Cost Allocation: The MTEP shall be developed in accordance with the principles of interregional coordination through collaboration with representatives from adjacent transmission providers, their designated regional planning organizations, or regional transmission organizations, as provided for in this Attachment FF, or as otherwise provided for in existing joint agreements between the Transmission Provider and other regional entities that engage in planning activities. The Transmission Provider has developed region-specific interregional coordination and cost allocation provisions with regard to the following neighboring transmission planning regions:

- PJM Interconnection, L.L.C. ("PJM"), as provided for under Article IX and other applicable provisions of the Joint Operating Agreement between the Transmission Provider and PJM;
- Southeastern Regional Transmission Planning ("SERTP"), as provided for under Section X of this Attachment FF; and
- Southwest Power Pool ("SPP"), as provided for under Article IX and other applicable provisions of the Joint Operating Agreement between the Transmission Provider and SPP.

The Transmission Provider also has planning coordination provisions as part of its coordination agreement with Manitoba Hydro.

II. Development Process for MTEP Projects: The Transmission Provider will develop the MTEP biennially or more frequently. The MTEP will identify expansion projects for inclusion in the MTEP according to the factors set forth in Appendix B of the ISO Agreement and Section I.C of this Attachment FF. For purposes of assigning cost responsibility, expansion projects in the MTEP shall be categorized pursuant to the following criteria.

A. Reliability Needs: Reliability projects are identified either in the periodically performed Baseline Reliability Study, or in Facilities Studies associated with the request processes for new transmission access. Transmission access includes requests for both new transmission delivery service and new generation interconnection service.

1. Baseline Reliability Projects: Baseline Reliability Projects are Network Upgrades identified in the base case as required to ensure that the Transmission System is in compliance with applicable national Electric Reliability Organization ("ERO") reliability standards and reliability standards adopted by Regional Reliability Organizations and applicable within the Transmission Provider Region. Baseline Reliability Projects include projects that are needed to maintain reliability while accommodating the ongoing needs of existing Market Participants and Transmission Customers. Baseline Reliability Projects may consist of a number of individual facilities that in the judgment of the Transmission Provider constitute a single project for cost allocation purposes. The Transmission Provider shall collaborate with Transmission Owning

members, other transmission providers, Transmission Customers, and other stakeholders to develop appropriate planning models that reflect expected system conditions for the planning horizon. The planning models shall reflect the projected load growth of existing network customers and other transmission service and interconnection commitments, and shall include any transmission projects identified in Service Agreements or interconnection agreements that are entered into in association with requests for transmission delivery service or transmission interconnection service, as determined in Facilities Studies associated with such requests, and MHVDC Transmission Lines with executed Transmission Connection Agreements. The Transmission Provider shall test the MTEP for adequacy and security based on commonly applicable national Electric Reliability Organization ("ERO") standards, and under likely and possible dispatch patterns of actual and projected Generation Resources within the Transmission System and of external resources, including dispatch reflective of Long-Term Transmission Rights of Transmission Customers, and shall produce an efficient expansion plan that includes all Baseline Reliability Projects determined by the Transmission Provider to be necessary through the planning horizon of the MTEP. The Transmission Provider shall obtain the approval of the Transmission Provider Board, as set forth in Section VI, for each MTEP published.

2. New Transmission Access Projects: New Transmission Access Projects are defined for the purposes of Attachment FF as Network Upgrades

identified in Facilities Studies and agreements pursuant to requests for transmission delivery service or transmission interconnection service under the Tariff and also include JTIQ Upgrades. New Transmission Access Projects include projects that are needed to maintain reliability while accommodating the incremental needs associated with requests for new transmission or interconnection service, as determined in Facilities Studies associated with such requests and/or were identified as JTIQ Upgrades. New Transmission Access Projects may consist of a number of individual facilities, which in the judgment of the Transmission Provider constitute a single project for cost allocation purposes. New Transmission Access Projects are either Generation Interconnection Projects or Transmission Delivery Service Projects as defined in Sections II.A.2.a. and II.A.2.b. The Transmission Provider shall consider the Baseline Reliability Projects already determined to be needed in the most current MTEP, as well as any other base-case needs not associated with the request for new service that may be identified during the impact study process when determining the need for New Transmission Access Projects. Any identified base-case needs determined in the impact study process that are not a part of the Baseline Reliability Projects already identified in the most current MTEP shall become new Baseline Reliability Projects and shall be included in the next MTEP. New Transmission Access Projects identified in Facilities Studies and agreements pursuant to requests for transmission delivery service or transmission interconnection service under this Tariff shall be included in the next MTEP.

a. Generation Interconnection Projects: Generation Interconnection Projects are New Transmission Access Projects that are associated with interconnection of new, or increase in generating capacity of existing, generation under Attachment X to this Tariff and include JTIQ Upgrades.

b. Transmission Delivery Service Projects: Transmission Delivery Service Projects are New Transmission Access Projects that are needed to provide for requests for new Point-To-Point Transmission Service, or requests under Module B of the Tariff for Network Service or a new designation of a Network Resource(s).

B. Market Efficiency Projects: Market Efficiency Projects are Network Upgrades: (i) that are proposed by the Transmission Provider, Transmission Owner(s), ITC(s), Market Participant(s), or regulatory authorities; (ii) that are found to be eligible for inclusion in the MTEP or are approved pursuant to Appendix B, Section VII of the ISO Agreement after June 16, 2005, applying the factors set forth in Section I.C. of this Attachment FF; (iii) that, except if qualifying as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, have a Project Cost of $5 million or more; (iv) that, except if qualifying as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, involve facilities with voltages of 230 kV or higher[1]; and that may include any lower voltage facilities of 100kV or above that collectively constitute less than fifty percent (50%) of the combined project cost, and without which the 230 kV or higher facilities could not deliver sufficient benefit to meet the required benefit-to-cost ratio threshold for the

[1] Transformer voltage is defined by the voltage of the low-side of the transformer for these purposes.

project as established in Section II.B.1.c, or that otherwise are needed to relieve applicable reliability criteria violations that are projected to occur as a direct result of the development of the 230 kV or higher facilities of the project; (v) that are not determined to be Multi-Value Projects; (vi) that are found to have regional benefits under the criteria set forth in Section II.B.1 of this Attachment FF. In the event that a Network Upgrade qualifies as an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement, the cost threshold of Section II.B(iii) does not apply, and the voltage threshold of Section II.B.(iv) shall be 100 kV or higher.[2]

1. Criteria to Determine Whether a Project Should be Included as a Market Efficiency Project: The Transmission Provider shall employ multiple future scenarios and multi-year analyses including sensitivity analyses guided by input from the Planning Advisory Committee to evaluate the anticipated benefits of a proposed Market Efficiency Project in order to determine if such a project meets the criteria for inclusion in the regional plan as a Market Efficiency Project eligible for regional cost sharing. Sensitivity analyses shall include, among other factors, consideration of: (i) variations in amount, type, and location of future generation supplies as dictated by future scenarios developed with stakeholder input and guidance; (ii) alternative transmission proposals; (iii) impacts of variations in load growth; and (iv) effects of demand response resources on transmission benefits.

a. Benefits Analysis. For purposes of qualification as a Market Efficiency Project, the Transmission Provider will evaluate multiple types of economic value. The

[2] A transformer is considered to operate above 100 kV when at least two sets of transformer terminals operate at voltages above 100 kV.

Transmission Provider shall apply the benefits metrics outlined in Attachment FF-7 and sum the results of each of the benefit metrics together to determine the economic benefits of a Market Efficiency Project to the Transmission Provider region.

b. The costs applied in the benefit to cost ratio shall be the present value, over the same period for which the project benefits are determined, of the annual Network Upgrade Charges for the project as determined in accordance with the formula in Attachment GG.

i. The present value calculation for both the annual benefits and annual costs will apply a discount rate representing the after-tax weighted average cost of capital of the Transmission Owners that make up the Transmission Provider Transmission System.

c. The Transmission Provider shall employ a benefit to cost ratio test to evaluate a proposed Market Efficiency Project. Only projects that meet a benefit to cost ratio of 1.25 or greater shall be included in the MTEP as a Market Efficiency Project and be eligible for regional cost sharing.

i. The benefits of the project used to determine the associated cost allocations as a percentage of project cost shall be determined one time at the time that the project is presented to the Transmission Provider Board for approval. Estimated Project Cost will be used to estimate the benefit to cost ratio and the eligibility for cost sharing at the time of project approval. To the extent that the Commission approves the collection of costs in rates for Construction Work in Progress ("CWIP") for a constructing Transmission Owner, costs will be

allocated and collected prior to completion of the project.

d. The aforementioned Market Efficiency Project inclusion criteria shall be used for the exclusive purpose of determining whether projects are eligible for regional cost sharing in accordance with Section III.A.2.f below. These criteria shall not affect the existing criteria set forth in Appendix B of the ISO Agreement for determining whether projects are eligible for inclusion in the MTEP. Moreover, the costs of projects included in the MTEP, but not eligible for regional cost sharing, shall continue to be eligible for inclusion in the calculation of Transmission Owner revenue requirements under Attachment O of this Tariff.

C. Multi-Value Projects: A Multi-Value Project is one or more Network Upgrades that address a common set of Transmission Issues and satisfy the conditions listed in Sections II.C.1, II.C.2, and II.C.3 of Attachment FF. All Network Upgrades associated with a Multi-Value Project including any network upgrades on an external system and lower voltage facilities that may be needed to relieve applicable reliability criteria violations that are projected to occur as a direct result of the development of the Multi-Value Project including any lower voltage facilities that are needed on an external system; may be cost shared per Section III.A.2.g of Attachment FF except for (i) any Network Upgrade cost associated with constructing an underground or underwater transmission line above and beyond the cost of a feasible alternative overhead transmission line that provides comparable regional benefits, and (ii) any DC transmission line and associated terminal equipment when scheduling and dispatch of the DC transmission line is not turned over to the Transmission Provider's markets, real-time control of the DC transmission line is not

turned over to the Transmission Provider's automatic generation control system and/or the DC transmission line is operated in a manner that requires specific users to subscribe for DC transmission service.

1. A Multi-Value Project must be evaluated as part of a Portfolio of projects, as designated in the transmission expansion planning process, whose benefits are: (i) spread broadly across the MISO system-wide footprint; or (ii) if the benefits of the Portfolio are not spread broadly across the MISO system-wide footprint, the benefits are spread broadly across: (a) the MISO Midwest MVP Cost Allocation Subregion; or (b) the MISO South MVP Cost Allocation Subregion.
2. A Multi-Value Project must meet one of the three criteria outlined below:
    a. Criterion 1. A Multi-Value Project must be developed through the transmission expansion planning process for the purpose of enabling the Transmission System to reliably and economically deliver energy in support of documented energy policy mandates or laws that have been enacted or adopted through state or federal legislation or regulatory requirement that directly or indirectly govern the minimum or maximum amount of energy that can be generated by specific types of generation. The MVP must be shown to enable the transmission system to deliver such energy in a manner that is more reliable and/or more economic than it otherwise would be without the transmission upgrade.
    b. Criterion 2. A Multi-Value Project must provide multiple types of economic value across multiple pricing zones with a Total MVP Benefit-to-

Cost ratio of 1.0 or higher where the Total MVP Benefit -to-Cost ratio is described in Section II.C.7 of this Attachment FF. The reduction of production costs and the associated reduction of LMPs resulting from a transmission congestion relief project are not additive and are considered a single type of economic value.

c. Criterion 3. A Multi-Value Project must address at least one Transmission Issue associated with a projected violation of a NERC or Regional Entity standard and at least one economic-based Transmission Issue that provides economic value across multiple pricing zones. The project must generate total financially quantifiable benefits, including quantifiable reliability benefits, in excess of the total project costs based on the definition of financial benefits and Project Costs provided in Section II.C.7 of Attachment FF.

3. All of the following conditions must be satisfied in order for a project to be classified as a Multi-Value Project:

a. Facilities associated with the transmission project must not be in service, under construction, or approved for construction by the Transmission Provider Board prior to July 16, 2010 or the date a Transmission Owner becomes a signatory member of the ISO Agreement, whichever is later. This Section II.C.3.a shall not preclude the Multi-Value Project classification of a Competitive Transmission Project that makes a Selected Developer(s) eligible to become a Transmission Owner.

b. The transmission project must be evaluated through the Transmission Provider's transmission planning process and approved for construction by the Transmission Provider Board prior to the start of construction, where construction does not include preliminary site and route selection activities.

c. The transmission project must not contain any transmission facilities listed in Attachment FF-1 of this Tariff.

d. The total capital cost of the transmission project must be greater than or equal to $20,000,000.00.

e. The transmission project must include, but not necessarily be limited to, the construction or improvement of transmission facilities operating at voltages above 100 kV. A transformer is considered to operate above 100 kV when at least two sets of transformer terminals operate at voltages above 100 kV.

f. Network Upgrades driven solely by an Interconnection Request, as defined in Attachment X of the Tariff, or a Transmission Service request will not be considered Multi-Value Projects.

4. Any transmission project that qualifies as a Multi-Value Project shall be classified as an MVP irrespective of whether such project is also a Baseline Reliability Project and/or Market Efficiency Project.

5. The specific types of economic value provided by a Multi-Value Project include the following:

a. Production cost savings where production costs include generator startup, hourly generator no-load, generator energy and generator

Operating Reserve costs. Production cost savings can be realized through reductions in both transmission congestion and transmission energy losses. Productions cost savings can also be realized through reductions in Operating Reserve requirements within Reserve Zones and, in some cases, reductions in overall Operating Reserve requirements for the Transmission Provider.

b. Capacity losses savings where capacity losses represent the amount of capacity required to serve transmission losses during the system peak hour including associated planning reserve.

c. Capacity savings due to reductions in the overall Planning Reserve Margins resulting from transmission expansion.

d. Long-term cost savings realized by Transmission Customers by accelerating a long-term project start date in lieu of implementing a short-term project in the interim and/or long-term cost savings realized by Transmission Customers by deferring or eliminating the need to perform one or more projects in the future.

e. Any other financially quantifiable benefit to Transmission Customers resulting from an enhancement to the Transmission System and related to the provisions of Transmission Service.

6. Any project to facilitate like-for-like capital replacements of plant originally installed as part of a Multi-Value Project where replacement is due to aging, failure, damage or relocation requirements where such replacement is not the result of

negligence by the constructing Transmission Owner will be treated as a Multi-Value Project. The minimum project cost limitation for Multi-Value Projects described in Section II.C.3.d of Attachment FF will not apply to the like for- like capital replacement projects described in this Section.

7. The following Total MVP Benefit-to-Cost Ratio will be applied to any Multi-Value Project justified solely on the basis of Sections II.C.2.b or II.C.2.c of this Attachment FF to ensure such project qualifies as a Multi-Value Project:

Total MVP Benefit-to-Cost Ratio = financial benefits / Project Costs.

For the purpose of this calculation, Financial Benefits will be set equal to the present value of all financially quantifiable benefits provided by the project projected for the first 20 years of the project's life and Project Costs will be set equal to the present value of the annual revenue requirements projected for the first 20 years of the project's life.

8. The aforementioned Multi-Value Project inclusion criteria shall be used for the exclusive purpose of determining whether projects are eligible for regional cost sharing in accordance with Section III.A.2.g below. These criteria shall not affect the existing criteria set forth in Appendix B of the ISO Agreement for determining whether projects are eligible for inclusion in the MTEP. Moreover, the costs of projects included in the MTEP, but not eligible for regional cost sharing, shall continue to be eligible for inclusion in the calculation of Transmission Owner revenue requirements under Attachment O of this Tariff.

D. Market Participant Funded Projects: Market Participant funded projects (MPFPs) are

defined as Network Upgrades fully funded by one or more market participants but owned and operated by an incumbent Transmission Owner. These projects apply to those Network Upgrades that are neither currently included in the MTEP Appendix A nor targeted for approval within the current planning cycle.

The development of the MPFPs will follow specified process steps that are detailed in the Transmission Provider's Transmission Planning Business Practices Manual ("TPBPM"). These process steps shall include, at a minimum, the following:

1. Consistent with the MTEP process the submittal deadline for a proposed MPFP project shall be September 15 of the current planning cycle and the proposed MPFP shall be submitted to the Transmission Provider planning contact, indicated on the MPFP submittal form posted on the Planning page of the Transmission Provider web site.

2. An MPFP proposed by a Market Participant shall follow the same analysis and approval timeline as an MTEP Target Appendix A project for the current planning cycle.

3. In the event that multiple Market Participants submit project proposals that are electrically similar, Transmission Provider shall make a determination in collaboration with the affected Transmission Owner(s) as to whether the projects are effectively the same project. Such consideration shall include whether the proposals have the same terminal stations, substantially address the same market congestion issues or otherwise serve similar system purposes, and can each be physically accommodated together with the other similar proposals. If the

projects are determined to be effectively the same project, the priority for the project shall be determined by the time-stamp date of receipt of the MPFP Proposal Form, unless otherwise agreed to by the impacted Market Participants.

E. Identification of Potential Impacts of a Market Efficiency Project or Multi-Value Project on Neighboring Transmission Planning Region(s)

As part of the evaluation of any proposed Market Efficiency Project or Multi-Value Project, the Transmission Provider will determine whether the proposed Market Efficiency Project or Multi-Value Project causes any violations of NERC reliability standards on the transmission system(s) of the adjacent neighboring transmission planning region(s). If the Transmission Provider's evaluation identifies any such violations of NERC reliability standards, the Transmission Provider will contact and coordinate with the other potentially affected adjacent neighboring transmission planning region(s) on any further evaluation.

F. Targeted Market Efficiency Projects:

A Targeted Market Efficiency Project is an upgrade that is identified in a Targeted Market Efficiency Project Study initiated by the Joint RTO Planning Committee as provided for under Article IX of the Joint Operating Agreement between the Transmission Provider and PJM and that satisfies the criteria for a Targeted Market Efficiency Project as set forth in Article IX of the Joint Operating Agreement between the Transmission Provider and PJM. Any Targeted Market Efficiency Project that is recommended by the Joint RTO Planning Committee under Article IX of the Joint Operating Agreement between the Transmission Provider and PJM shall be presented to the Transmission Provider Board for approval in the MTEP.

G. Treatment of Storage as a Transmission-Only Asset (SATOA)

1. SATOA May Be Included in MTEP as a Solution to a Transmission Issue

A storage facility proposed as a Storage as Transmission Only Asset ("SATOA") may be considered in the transmission planning process as a solution to a Transmission Issue. A SATOA may be any one of the transmission project types described in Sections II.A through II.D and II.F of this Attachment FF that meet the definitions, criteria, or factors applicable to those project types. A SATOA is eligible for cost recovery consistent with the cost recovery for its project type under Attachment FF, including cost recovery under Attachment FF, Section III.A.2.k.

a. Comparative Evaluations of Proposed SATOA.

The Transmission Provider will evaluate the appropriateness of proposed SATOAs as solutions to Transmission Issues identified in the development of the MTEP comparably to any other transmission asset. Considerations will include:

i. Ability of the proposed SATOA to address the Transmission Issue (e.g., loading, voltage, stability) in all hours that the Transmission Issue is determined to exist, with a life-cycle cost that is comparable to other proposed solutions or as otherwise needed to address the Transmission Issue, and after consideration of the comparability in system performance to other proposed solutions, including any non-transmission alternatives consistent with the provisions of Section I.D.1.b.

ii. The minimum and maximum Capacity required to address the Transmission Issue

to ensure that excess storage Capacity is not treated as a transmission asset. Cost recovery under transmission rates is limited to the cost of the maximum Capacity determined to be needed to address the Transmission Issue and will be pro-rated on that basis if a SATOA of higher Capacity is proposed, selected for inclusion in Appendix A of MTEP, and installed.

iii. Assurance of sufficient Energy and/or reactive capability (MWh/MVAr) to charge or discharge Energy for any period identified as necessary in the planning study.

iv. Assessment of system reliability impacts applicable to inverter-based facilities on the same basis and in a manner comparable to such analysis in the Generator Interconnection Procedures applicable to storage Resources as inverter-based facilities.

v. Life-cycle cost comparisons, including consideration of the period that is required to address the Transmission Issue, which may be less than the life cycle of alternatives, and including the factors described in Section II.G.1.b.

vi. Additional considerations that may support comparative evaluation to other solutions to the Transmission Issue, such as lead-time to develop, right of way or substation impacts, expandability, operational flexibility, or others.

b. Life Cycle, Degradation, and Cost Assumptions

Selection of the proposed SATOA as the preferred solution will consider similar cost and effectiveness considerations as applied to any other proposed transmission solution. The entity proposing the SATOA shall provide the planning estimate of the SATOA's:

i. Direct capital cost;

ii. Expected useful life;

iii. Equipment replacement schedules and associated life-cycle costs and other ongoing costs to maintain the SATOA at its required Capacity and Energy capability necessary to address the Transmission Issue identified, or otherwise comparable to a traditional wires solution; and

iv. Other cost and performance information as the Transmission Provider may determine is necessary to compare cost and performance with other proposed solutions to the Transmission Issue identified.

c. Selection of proposed SATOA as a Preferred Solution in MTEP

To be selected for inclusion in the MTEP, in addition to the requirements of Section II.G.1.a., the proposed SATOA must:

i. Demonstrate a basis to be recommended for inclusion in Appendix A of the MTEP as a transmission asset by:

a. Unique characteristics or circumstances of the proposed SATOA necessary to meet the identified Transmission System performance requirements and not otherwise available at comparable costs from other proposed solutions, including speed of operation, lead-time to implement, right-of-way or other property considerations.

b. A need to resolve the Transmission Issue(s) through the storage facility's

functioning as a SATOA instead of as a Resource that participates in the Transmission Provider's markets. A storage facility will not be evaluated as a potential SATOA to resolve a routine (i.e. N-0 or N-1) Transmission Issue that can be addressed by a market solution.

ii. Meet the criteria to be designated in the MTEP as one of the transmission project types consistent with the provisions of Sections II.A through II.D and II.F of this Attachment FF, or as eligible for cost recovery pursuant to Section III.A.2.k.

d. Consideration of Impacts on Resources in the Interconnection Queue

If the Transmission Provider or stakeholder identifies a potential impact to Generating Facilities in the Definitive Planning Phase pursuant to Attachment X, the Transmission Provider will assess whether the proposed SATOA will impact Generating Facilities in the Definitive Planning Phase and such assessment may include targeted contingency analyses applying Applicable Reliability Standards and applicable regional and local planning criteria to evaluate the incremental impact of the proposed SATOA on Generating Facilities in the Definitive Planning Phase that are in proximity to the SATOA in the MTEP model to compare loading and other system performance impacts attributable to the addition of the SATOA. The Transmission Provider will test the expansion model with and without the SATOA operating in the manner required for the SATOA to address the Transmission Issue identified for the SATOA to resolve. If such assessment demonstrates that the necessary operating mode of the proposed SATOA would cause the need for additional system mitigation, the cost of such mitigation will be included in the evaluation of the proposed SATOA against other potential transmission solutions and will be included as part of the SATOA project itself and the total project costs will be

eligible for recovery through the appropriate Attachment and Schedule of the Tariff.

2. Development of Operating Guides Associated with SATOA Selected for MTEP

Operation of SATOA in real time will be under the functional control of the Transmission Provider as provided for in Rate Schedule 1 (Transmission Owners Agreement), Article Three, Section I.A. For each SATOA included in the MTEP, the Transmission Provider will develop an Operating Guide specifying the operating practices applicable to the SATOA and consistent with the system performance requirements determined through the planning study supporting the selection of the SATOA for inclusion in the MTEP. The Operating Guide will include limitations on the operation of the SATOA above the maximum Capacity determined to be needed to address the Transmission Issue, consistent with Section II.G.1.a.ii.

3. Storage as Non-Transmission Alternatives

As provided for under Section I.D.1.b, storage facilities that are not proposed as SATOA may be considered as alternatives to transmission assets to address system needs when participating as generation or demand-side resources.

4. SATOA Participation in Markets

SATOA may only participate in the Transmission Provider's markets to the extent necessary to receive Energy from the Transmission System and to inject Energy into the Transmission System to provide the services for which the SATOA was included in the MTEP. SATOA may not otherwise participate in the Energy and Operating Reserve Markets and/or the Planning Resource Auction.

5. Transmission Service Associated with SATOA Operation

No Transmission Service charges are applicable to the operation of a SATOA.

6. Responsibility for Market-Derived Costs and Revenues Associated with SATOA

a. Accounting for Costs Incurred in the Market

Costs resulting from Market Activities of a SATOA directed under the Transmission Provider's functional control shall be collected through transmission rates in a manner consistent with the treatment of costs associated with the transmission project type that the SATOA is included as in Appendix A of the MTEP pursuant to Section II.G.1.c.ii. As an example, costs for charging a SATOA battery storage device may be included in transmission rates in a manner consistent with the inclusion in transmission rates as a Baseline Reliability Project if the battery storage device operates to serve as a Baseline Reliability Project.

b. Credit Back of Market Revenues

Revenues collected from Market Activities of a SATOA directed under the Transmission Provider's functional control shall be credited back through transmission rates in a manner consistent with the treatment of costs associated with the project category in transmission rates.

7. Removal

No SATOA may be removed from service permanently unless the removal is submitted into the annual MTEP planning process as a proposed project removal, reviewed by the Transmission Provider for its impact on Transmission System performance, and accepted by the Transmission Provider based on such review.

III. Designation of Cost Responsibility for MTEP Projects: Based on the planning analysis performed by the Transmission Provider, which shall take into consideration all

appropriate input from Market Participants or external entities, including, but not limited to, any indications of a willingness to bear cost responsibility for an enhancement or expansion, the recommended MTEP shall, for any enhancement or expansion that is included in the plan, designate: (i) the Market Participant(s) in one or more pricing zones that will bear cost responsibility for such enhancement or expansion, as and to the extent provided by any applicable provision of the Tariff, including Attachments N, X, or any applicable cost allocation method ordered by the Commission; or, (ii) in the event and to the extent that no provision of the Tariff so assigns cost responsibility, the Market Participant(s) or Transmission Customer(s) in one or more pricing zones from which the cost of such enhancements or expansions shall be recovered through charges established pursuant to Attachment GG of this Tariff, or as otherwise provided for under this Attachment FF.

Any designation under clause (ii) of the preceding sentence shall be determined as provided for in Section III.A of this Attachment FF with the cost responsibility at least roughly commensurate with the benefits. For all such designations, the Transmission Provider shall calculate the cost allocation impacts to each pricing zone. The results will be reviewed for unintended consequences by the Transmission Provider and the Tariff Working Group and any such identified consequences shall be reported to the Planning Advisory Committee, and the OMS.

A. Allocation of Costs Within the Transmission Provider Region

1. Default Cost Allocation: Except as otherwise provided for in this Attachment FF, or by any other applicable provision of this Tariff and consistent with the ISO Agreement, the responsibility for Network Upgrades included in the approved MTEP will be addressed in accordance with the provisions of the ISO Agreement.

2. Cost Allocation: The Transmission Provider will designate and assign cost responsibility on a regional, and sub-regional basis for Network Upgrades identified in the MTEP subject to the grand-fathered project provisions of Section III.A.2.b.

   a. Market Participant's Option to Fund: Notwithstanding the Transmission Provider's assignment of cost responsibility for a project included in the MTEP, one or more Market Participants may elect to assume cost responsibility for any or all costs of a Network Upgrade that is included in the MTEP. Provided however, in the event the Market Participant is also a Transmission Owner such election of the option to fund must be made on a consistent, non-discriminatory basis.

   b. Grandfathered Projects: The cost allocation provisions of this Attachment FF shall not be applicable to transmission projects identified in Attachment FF-1, which is based on the list of projects designated as Planned Projects in the MTEP approved by the Transmission Provider Board on June 16, 2005 (MTEP 05) and some additions of proposed projects that the Transmission Provider has determined to be in the advanced stages of planning.

   c. Baseline Reliability Projects: Costs of Baseline Reliability Projects shall be recovered pursuant to Attachment O of this Tariff by the Transmission Owner(s) and/or ITC(s) developing such projects, such that the Transmission Owner(s) and/or ITC(s) developing a Baseline Reliability Project shall be responsible for all of the costs of the portion of the

Baseline Reliability Project that is physically located in the Transmission Owner's and/or ITC's pricing zone, subject to the requirements of the ISO Agreement.

d. Generation Interconnection Projects: Costs of Generation Interconnection Projects that are not JTIQ Upgrades and that are not determined by the Transmission Provider to be Baseline Reliability Projects, Market Efficiency Projects, or Multi-Value Projects and the Network Upgrade costs associated with advancing a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project associated with a generator interconnection will be paid for by the Interconnection Customer(s) in accordance with Attachment X.

For Generation Interconnection Projects interconnecting to the American Transmission Company LLC transmission system and that are not JTIQ Upgrades, such costs will be subject to the provision of Attachment FF – ATCLLC. In the event that a Generation Interconnection Project that is not a JTIQ Upgrade defers or displaces a Baseline Reliability Project, the costs of the Generation Interconnection Project up to the costs of the deferred or displaced Baseline Reliability Project shall be allocated consistent with the cost allocation for the Baseline Reliability Project.

1) For Network Upgrades to facilities in voltage classes at or above 345 kV and that are not a JTIQ Upgrade, the Interconnection Customer shall be repaid 10 percent of the costs of the Generation

Interconnection Project funded by the Interconnection Customer once Commercial Operation is achieved. The Transmission Owner(s) constructing the Generation Interconnection Project will repay 10% of the Generation Interconnection Project costs associated with Network Upgrade facilities in a voltage class of 345 kV or greater to the Interconnection Customer under repayment terms consistent with the schedules and other terms of Attachment X.

The 10% of the Project Cost associated with Network Upgrade facilities of voltage class 345 kV or above and that are not a JTIQ Upgrade, and repaid to the Interconnection Customer pursuant to this section, shall be allocated on a system-wide basis and recovered pursuant to Attachment GG of this Tariff.

Costs of Generation Interconnection Projects that are JTIQ Upgrades included in a JTIQ Portfolio, and where a JTIQ Upgrade included in the JTIQ Portfolio has been selected to receive funding through the United States Department of Energy Grid Resilience and Innovation Partnerships (GRIP) Program by December 31, 2023, shall be allocated to Interconnection Customers included in the JTIQ Commitment Groups consistent with Section 9.4 and related subsections of Rate Schedule 6. If none of the JTIQ Upgrades have been selected to receive funds through the GRIP

program, the Transmission Provider will propose an appropriate cost allocation method pursuant to the terms of Section 9.4 of Rate Schedule 6.

In the event that the JTIQ Portfolio in Section 9.4 of Rate Schedule 6 is not fully subscribed as set forth in Rate Schedule 6, the costs of JTIQ Upgrades constructed by a Transmission Owner and not recovered from the JTIQ Commitment Groups shall be recovered on a system-wide basis pursuant to Attachment JJJ.

A JTIQ Upgrade identified pursuant to Section 9.4 of Rate Schedule 6 shall be presented to the Transmission Provider Board for approval for inclusion in the MTEP.

2) An Interconnection Customer may be required to contribute to the cost of Shared Network Upgrades, as defined in Attachment X to the Tariff, that are funded by another Interconnection Customer, including when the Transmission Owner elects to fund the capital cost of a Shared Network Upgrade under Section 11.3 of the Generator Interconnection Agreement, as a Generation Interconnection Project pursuant to Attachment X in accordance with the following provisions:

(a) Each Interconnection Customer with one or more Shared Network Upgrade(s) identified in Appendix A of its Generator Interconnection Agreement for which the

Transmission Owner(s) has not elected to fund the capital cost of a Shared Network Upgrade(s) under Section 11.3 of the Generator Interconnection Agreement shall make a one-time payment under Schedule 26-B to the Transmission Provider in accordance with the terms in the Generator Interconnection Agreement. The one-time payment will reflect the cost of the Shared Network Upgrade assigned to the Interconnection Customer as determined by the Transmission Provider.

All revenue collected by the Transmission Provider through Schedule 26-B shall be distributed to the appropriate Interconnection Customer(s).

(b) If the Transmission Owner(s) has elected to fund the capital cost of a Shared Network Upgrade(s) under Section 11.3 of the Generator Interconnection Agreement, each Interconnection Customer with that Shared Network Upgrade(s) identified in Appendix A of its Generator Interconnection Agreement shall enter into a Facilities Service Agreement(s) with the Transmission Owner(s).

3) The Interconnection Customer shall be entitled, pursuant to Section 46 of this Tariff, to any Financial Transmission Rights or other rights to the extent provided for under this Tariff, for any

Network Upgrade costs funded by or charged to the Interconnection Customer and not subject to repayment under the provisions of this Section III.A.2.d and that are not costs for JTIQ Upgrades. For costs funded by or charged to the Interconnection Customer for Generation Interconnection Projects that are JTIQ Upgrades, the Interconnection Customer shall be eligible for Financial Transmission Rights pursuant to Section 47 of this Tariff.

4) International Transmission/Michigan Electric Transmission Company:

(a) For those Generation Interconnection Projects that are not JTIQ Upgrades for which International Transmission Company or Michigan Electric Transmission Company, LLC, ("International" or "METC") as Transmission Owners will be a signatory to the interconnection agreement under the terms of Attachment X of this Tariff or any successor provision of the Tariff executed by the parties after the effective date of this Attachment FF Section III.A.2.d.4, this Attachment FF Section III.A.2.d.4 shall apply.

(b) Generation Interconnection Projects: The cost of Network Upgrades for Generation Interconnection Projects

that are not determined by the Transmission Provider to be Baseline Reliability Projects shall be reimbursed by the Transmission Owner as provided in this Section III.A.2.d.4. All costs of Network Upgrades for Generation Interconnection Projects will initially be paid by the Interconnection Customer in accordance with the terms of the Interconnection Agreement entered into pursuant to Attachment X of this Tariff. To the extent the Interconnection Customer demonstrates at the time of Commercial Operation of the Generating Facility one of the following:

i. Generating Facility has been designated as a Network Resource in accordance with the Tariff, or

ii. Contractual commitment has been entered into with a Network Customer for capacity, or in the case of an Intermittent Resource, for energy, from the Generating Facility for a period of one (1) year or longer.

The Interconnection Customer will receive up to one hundred percent (100%) reimbursement of reimbursable costs within ninety (90) days of the Commercial Operation

Date, such reimbursement prorated by the percentage of the Generating Facility capacity or annual available energy output contracted for and as demonstrated to the satisfaction of the Transmission Provider.

If the Interconnection Customer is unable to demonstrate to the satisfaction of the Transmission Provider at the time of Commercial Operation of the Generating Facility that the Generating Facility has met the repayment obligations set forth in Attachment FF Sections III.A.2.d.4.b.i. or III.A.2.d.4.b.ii. the Interconnection Customer shall be directly assigned 100% of the costs of the Generation Interconnection Project. The Transmission Owner may effect this direct assignment of costs by either foregoing any repayment of costs funded by the Interconnection Customer, or by electing to repay 100% of the costs under repayment terms consistent with the schedules and other terms of Attachment X.

The Interconnection Customer shall be entitled, pursuant to Section 46 of this Tariff, to any Financial Transmission Rights or other rights to the extent provided for under this Tariff, for any Network Upgrade costs funded by or charged to the Interconnection Customer and not subject to

repayment under the provisions of this Attachment FF Section III.A.2.d.4. In the event that a Generation Interconnection Project defers or displaces a Baseline Reliability Project, the costs of the Generation Interconnection Project up to the costs of the deferred or displaced Baseline Reliability Project shall be allocated consistent with the cost allocation for the Baseline Reliability Project.

(c) For all amounts to be reimbursed by a Transmission Owner to an Interconnection Customer in accordance with this Attachment FF Section III.A.2.d.4, the Transmission Owner will reimburse the sums received from the Interconnection Customer in cash together with any applicable interest, in accordance with the terms of the Interconnection Agreement.

(d) Allocation of Generation Interconnection Reimbursement. For all amounts reimbursed by a Transmission Owner to an Interconnection Customer under this Attachment FF Section III.A.2.d.4, the reimbursement will be allocated as follows:

i. Projects of Voltage Below 345 kV: 50% of the applicable Project Cost for Generation

Interconnection Projects with a voltage class below 345 kV shall be allocated on a sub-regional basis to all Transmission Customers in designated pricing zones. The designated pricing zones and the sub-regional allocation of the Project Cost shall be determined on a case-by-case basis in accordance with a Line Outage Distribution Factor Table ("LODF Table") developed by the Transmission Provider which is similar in form to that attached hereto as Attachment FF-2. The LODF Table is based on Transmission System topology and Line-Outage Distribution Factors associated with the project under consideration and is used to determine the pricing zones to be included in the sub-regional allocation of the Project Cost. The percentage of the sub-regional allocation assigned to each designated pricing zone shall be determined based on the relative share between pricing zones of the sum of the absolute value of the product

of the Line-Outage Distribution Factor on each Branch Facility in a pricing zone and the length in miles of the Branch Facility. The remaining fifty percent (50%) of the reimbursement will not be subject to any regional or sub-regional cost allocation, but will be recovered by that Transmission Owner under its Attachment O transmission rate formula under this Tariff.

ii. Projects of Voltage 345 kV and Higher: 10% of the applicable Project Cost for Generation Interconnection Projects with a voltage class of 345 kV or higher shall be allocated on a system-wide basis to all Transmission Customers and recovered through a system-wide rate. 40% of the applicable Project Cost for Generation Interconnection Projects with a voltage class of 345 kV or higher shall be allocated on a sub-regional basis to all Transmission Customers in designated pricing zones. The designated pricing zones and the sub-

regional allocation of the Project Cost shall be determined on a case-by-case basis in accordance with a Line Outage Distribution Factor Table ("LODF Table") developed by the Transmission Provider similar in form to that attached hereto as Attachment FF-2. The LODF Table is based on Transmission System topology and Line-Outage Distribution Factors associated with the project under consideration and is used to determine the pricing zones to be included in the sub-regional allocation of the Project Cost. The percentage of the sub-regional allocation assigned to each designated pricing zone shall be determined based on the relative share between pricing zones of the sum of the absolute value of the product of the Line-Outage Distribution Factor on each Branch Facility in a pricing zone and the length in miles of the Branch Facility. The remaining fifty percent (50%) of the reimbursement will not be subject to any

regional or sub-regional cost allocation, but will be recovered by that Transmission Owner under its Attachment O transmission rate formula under this Tariff.

e. Transmission Delivery Service Projects: Costs of Transmission Delivery Service Projects shall be assigned and recovered in accordance with Attachment N of this Tariff.

f. Market Efficiency Projects: Costs of Market Efficiency Projects shall be allocated as follows:

i) One Hundred percent (100%) of the costs of the Market Efficiency Projects with a voltage at or above 230 kV that do not qualify as Interregional Market Efficiency Projects under Section IX of the MISO-PJM JOA shall be allocated to all Transmission Customers in each of the of the Transmission Pricing Zones that has a net positive present value of the annual benefits over the evaluation period applying the benefit metrics in Attachment FF-7. For Market Efficiency Projects that are also Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 345 kV,one hundred percent (100%) of the Transmission Provider's share of the costs shall be allocated to all Transmission Customers in

each of the Transmission Pricing Zones that has a net positive present value of the annual benefits over the evaluation period applying the benefit metrics in Attachment FF-7.

ii) For Market Efficiency Projects that are also Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 100 kV but below 345 kV, one hundred percent (100%) of the Transmission Provider's share of the costs shall be allocated to all Transmission Customers in each of the Cost Allocation Zones, as defined in Attachment WW. The cost allocated to each Cost Allocation Zone shall be based on the relative benefit determined for each Cost Allocation Zone that has a positive present value of annual benefits over the evaluation period using the methodology for project benefit determination of Attachment FF-7, Section I.A.

iii) Excessive Funding or Requirements: The Transmission Provider shall seek to identify and manage the development of, as a part of the planning process for Market Efficiency Projects, portfolios of projects that tend to provide net benefits over the planning horizon, as determined according

to the applicable section(s) of Attachment FF-7, throughout each Transmission Pricing Zone for each Market Efficiency Project with a voltage at or above 230 kV that does not qualify as Interregional Market Efficiency Projects under Section IX of the MISO-PJM JOA, for each Market Efficiency Project that is also an Interregional Market Efficiency Project under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 345 kV, and for each Cost Allocation Zone, as defined in Attachment WW, for each Market Efficiency Project that is also an Interregional Market Efficiency Projects under Section IX of the MISO-PJM Joint Operating Agreement with a voltage at or above 100 kV but below 345 kV. The Transmission Provider shall analyze on an annual basis whether the project portfolios developed in accordance with this goal and the criteria in Section III.A.2.f unintentionally result in unjust or unreasonable annual capital funding requirements for any Transmission Owner or rate increases for Transmission Customers in designated pricing zones; or otherwise result in undue discrimination between the Transmission Customers, Transmission Owners, or any Market Participants; any such identified consequences shall be reported to the Planning

Advisory Committee and to the Organization of MISO States. After discussing such assessments with the aforementioned stakeholder bodies, and taking into consideration the cumulative experience in applying this Attachment FF, the Transmission Provider will make a determination as to whether Tariff modifications are required, and if so file such modifications.

g. Multi-Value Projects: Costs of Multi-Value Projects will be allocated as follows:

i) For a Portfolio of Multi-Value Projects with benefits spread broadly across the MISO system-wide footprint, one-hundred percent (100%) of the annual revenue requirements of the Multi-Value Projects shall be allocated on a system-wide basis to Transmission Customers that withdraw energy, including external transactions sinking outside the Transmission Provider's region, and recovered through an MVP Usage Charge pursuant to Attachment MM.

ii) For a Portfolio including only Multi-Value Projects with benefits spread broadly across the MISO Midwest MVP Cost Allocation Subregion identified in Attachment XX but not broadly spread across the MISO system-wide footprint,

one-hundred percent (100%) of the annual revenue requirements of such Multi-Value Projects shall be: (1) allocated on a pro-rata basis to Transmission Customers that withdrew energy in the MISO Midwest MVP Cost Allocation Subregion identified in Attachment XX, including applicable external transactions associated with the MISO Midwest MVP Cost Allocation Subregion sinking outside the Transmission Provider's region; and (2) recovered through an MVP Usage Charge pursuant to Attachment MM.

iii) For a Portfolio including only Multi-Value Projects with benefits spread broadly across the MISO South MVP Cost Allocation Subregion identified in Attachment XX but not broadly spread across the MISO system-wide footprint, one-hundred percent (100%) of the annual revenue requirements of such Multi-Value Projects shall be: (1) allocated on a pro-rata basis to Transmission Customers that withdraw energy in the MISO South MVP Cost Allocation Subregion as identified in Attachment XX, including applicable external transactions associated with the MISO South MVP Cost Allocation Subregion and sinking outside the Transmission Provider's region; and (2)

recovered through an MVP Usage Charge pursuant to Attachment MM.

h. Targeted Market Efficiency Projects: The cost of a Targeted Market Efficiency Project shall be allocated as follows:

i) Targeted Market Efficiency Projects are interregionally cost allocated between the Transmission Provider and PJM per Section 9.4.4.2.5 of the Joint Operating Agreement between the Transmission Provider and PJM.

ii) One hundred percent (100%) of the Transmission Provider's share of the cost of a Targeted Market Efficiency Project shall be allocated to all Transmission Pricing Zones that receive a positive congestion contribution benefit from the Targeted Market Efficiency Project. The share of such cost allocated to each Transmission Pricing Zone shall be in proportion to the relative positive congestion contribution benefit accruing from the Targeted Market Efficiency Project to the Transmission Pricing Zone over the evaluation period of Section 9.4.4.1.5(iv)(d) of the Joint Operating Agreement between the Transmission Provider and PJM. To determine the relative positive contribution benefit accruing to each Transmission Pricing Zone, the Transmission Provider will use the data resulting from the Targeted Market Efficiency

Project study conducted pursuant to Section 9.3.7.2(c) of the Joint Operating Agreement and apply a congestion contribution formula to each load node and generator node in the Commercial Model equal to the multiplication of the Shadow Price of the flowgate, shift factor of the load node or generator node to the flowgate, and the amount of load or generation at the node. This formula will be applied for all hours in the Day Ahead market where the Reciprocal Coordinated Flowgate experienced congestion. The congestion contribution of each load node or generator node on the Reciprocal Coordinated Flowgate will be calculated for each congested interval during the evaluation period of Section 9.4.4.1.5(iv)(d) of the Joint Operating Agreement between the Transmission Provider and PJM. Summing all of the congestion contributions will yield the relative benefits of the upgrade to each load node or generator node. Aggregating the load node or generator node congestion contributions for each Transmission Pricing Zone gives the net benefits of the upgrade to each Transmission Pricing Zone, providing the basis for cost allocation of the Transmission Provider's share of the cost of the Targeted Market Efficiency Project.

iii) Provided, however, that no cost for the Targeted Market Efficiency Project shall be allocated to a Transmission Pricing Zone if the positive congestion contribution benefit from the Targeted Market Efficiency Project to that Transmission Pricing Zone is calculated to be less than a threshold of either: (1) $5,000 total or (2) less than one percent (1%) of the Transmission Provider's cost of the Targeted Market Efficiency Project. Any costs that are not allocated to a Transmission Pricing Zone because they fall within this threshold will be collected by a reallocation to the remaining Transmission Pricing Zones that receive positive congestion contribution benefits from the Targeted Market Efficiency Project in proportion to the share of positive congestion contribution benefits each Transmission Pricing Zone is calculated to receive from the Targeted Market Efficiency Project.

iv) Provided, further, that no cost for a Targeted Market Efficiency Project that is approved in any MTEP by the Transmission Provider Board during the Second Planning Area's Transition Period shall be allocated to a Transmission Pricing Zone located in the Second Planning Area if the Targeted Market Efficiency Project terminates wholly

outside of MISO or terminates exclusively in the First Planning Area. Any costs that are not allocated to a Transmission Pricing Zone in the Second Planning Area as a result of this subsection shall be collected by a reallocation to the remaining Transmission Pricing Zones that receive positive congestion contribution benefits from the Targeted Market Efficiency Project in proportion to the share of positive congestion contribution benefits each Transmission Pricing Zone is calculated to receive from the Targeted Market Efficiency Project.

i. Market Participant Funded Projects (MPFPs): Costs of MPFPs will be allocated as follows: One-hundred percent (100%) of the cost of a Market Participant Funded Project (MPFP) shall be assigned to the Market Participant that proposed the project, subject to the provisions of this Attachment FF Section II.D.3, unless other cost sharing arrangement is agreed to between the Market Participant and the incumbent Transmission Owner.

j. Treatment of Projects that meet both Baseline Reliability Project Criteria and/or New Transmission Access Project Criteria, and the Market Efficiency Project Criteria: If the Transmission Provider determines that a project designated as a Market Efficiency Project also meets the criteria to be designated as a Baseline Reliability Project and/or a New Transmission

Access Project, the cost of such project shall be allocated in accordance with the Market Efficiency Project allocation procedures.

k. Other Projects: Unless otherwise agreed upon pursuant to Section III.A.2.a. of this Attachment FF, the costs of Network Upgrades that are included in the MTEP, but do not qualify as Baseline Reliability Projects, New Transmission Access Projects, Targeted Market Efficiency Projects, Market Efficiency Projects, or Multi-Value Projects shall be eligible for recovery pursuant to Attachment O of this Tariff by the Transmission Owner(s) and/or ITC(s) paying the costs of such project, subject to the requirements of the ISO Agreement.

l. Withdrawal from MISO: A Transmission Owner that withdraws from the MISO as a Transmission Owner shall remain responsible for all financial obligations incurred pursuant to this Attachment FF while a Member of the MISO and payments applicable to time periods prior to the effective date of such withdrawal shall be honored by the MISO and the withdrawing Member.

m. New Transmission Owners: A new Transmission Owner joining the MISO will be responsible for the following financial obligations:

    a. New Transmission Owners will not be responsible for any portion of Baseline Reliability Projects, Generation Interconnection Projects, Transmission Delivery Service Projects, Targeted Market Efficiency Projects, or Market

Efficiency Projects that were approved prior to their entry date.

b. For Multi-Value Projects approved prior to the new Transmission Owner's entry date, the load interconnected to the Transmission Owner's Transmission System will be responsible for one-hundred percent (100%) of the MVP usage charge described in Attachment MM for the years following the Transmission Owner's entry date applied to the Monthly Net Actual Energy Withdrawals for Load interconnected to the Transmission Owner's Transmission System.

n. Only a Transmission Owner shall be authorized to construct and/or own transmission facilities associated with a Baseline Reliability Project. For projects jointly developed between Transmission Owners and other parties the portion constructed and owned by a Transmission Owner may qualify as a Baseline Reliability Project, Market Efficiency Project, and/or Multi Value Project.

IV. Merchant Transmission Project Data Requirements: A proposed merchant transmission developer assumes all financial risk and funding requirements for developing its transmission project(s) and constructing the proposed transmission facility(ies). In order for a proposed merchant transmission developer's facility to be interconnected to the Transmission

System, it is first necessary for the impacted Transmission Owner and the Transmission Provider to analyze the reliability and operational impact of the proposed new merchant transmission facility(ies) on the Transmission System to determine if the new merchant transmission facilities can be reliably supported by the Transmission System, and if not, what Network Upgrades funded by the merchant transmission developer would be required to reliably support the proposed merchant transmission facility(ies). In order to perform the required reliability and operational analyses, the merchant transmission developer must provide the following data to the Transmission Provider:

(1) Each transmission circuit and substation, including new facilities, associated with the merchant transmission proposal;

(2) Nominal operating voltage level in kV and voltage characteristics (*i.e.*, AC or DC) for each transmission circuit associated with the merchant transmission proposal;

(3) Typical and maximum MW power flow schedules, in each direction, for all proposed DC transmission circuits associated with the merchant transmission proposal;

(4) Normal and emergency summer and winter load ratings for each transmission circuit associated with the merchant transmission proposal;

(5) Maximum allowable positive sequence impedance for each AC transmission circuit associated with the merchant transmission proposal, when applicable;

(6) List of all transmission buses associated with the merchant transmission proposal, including nominal operating voltage level in kV, voltage characteristics, and terminating transmission branches and shunts;

(7) Proposed substation one-line diagrams for all new substations associated with the

merchant transmission proposal, including circuit breaker and bus configuration details;

(8) Load ratings, winding connections, impedances, tap data, and any other relevant information for load carrying equipment and facilities associated with the merchant transmission proposal, as applicable;

(9) Modeling files to model proposed facilities and relevant new contingencies in power flow, stability, short-circuit and other relevant study models; and

(10) Any other data determined pertinent to the study by the Transmission Provider and/or interconnecting Transmission Owners for the specific merchant transmission facility proposal.

V. Designation of Entities to Construct, Implement, Own, Operate, Maintain, Repair, Restore, and/or Finance MTEP Projects: With the exception of Competitive Transmission Projects, for each project included in the recommended MTEP Appendix A and prior to approval by the Transmission Provider Board, the plan shall designate one or more Transmission Owners to construct, own, operate, maintain, repair, restore, and finance the recommended project, based on the planning analysis performed by the Transmission Provider and based on other input from participants, including, but not limited to, any indications of a willingness to bear cost responsibility for the project; and applicable provisions of the ISO Agreement. Regarding Competitive Transmission Projects, upon the determination of the Selected Developer(s) for such projects, as set forth in Section VIII of this Attachment FF, the Transmission Provider shall update the approved MTEP Appendix A by identifying the Selected Developer(s) for each Competitive Transmission Project. Should the facilities from such Competitive Transmission Projects not be

approved by state regulatory authorities as Competitive Transmission Facilities, but instead as upgrades to existing transmission facilities, as defined in Section VIII.A.2 of this Attachment FF, the Transmission Provider shall update MTEP Appendix A by designating the appropriate Transmission Owner(s) to construct, own, operate, maintain, repair, restore, and finance such facilities in accordance with the ISO Agreement.

VI. Implementation of the MTEP:

A. If the Transmission Provider and any Transmission Owner's planning representatives, or other designated entity(ies), cannot reach agreement on any element of the MTEP, the dispute may be resolved through the dispute resolution procedures provided in the Tariff, or in any applicable joint operating agreement, or by the Commission or state regulatory authorities, where appropriate. The MTEP shall have as one of its goals the satisfaction of all regulatory requirements as specified in Appendix B or Article IV, Section I, Paragraph C of the ISO Agreement.

B. The Transmission Provider shall present the MTEP, along with a summary of relevant alternative projects that were not selected, to the Transmission Provider Board for approval on a biennial basis, or more frequently if needed. The proposed MTEP shall include specific projects already approved as a result of the Transmission Provider entering into Service Agreements with Transmission Customers where such agreements provide for identification of needed transmission construction, timetable, cost, and Transmission Owner or other parties' construction responsibilities.

C. Approval of the MTEP by the Transmission Provider Board certifies it as the

Transmission Provider plan for meeting the transmission needs of all stakeholders subject to any required approvals by federal or state regulatory authorities. The Transmission Provider shall provide a copy of the MTEP to all applicable federal and state regulatory authorities. The affected Transmission Owner(s), Selected Developer(s), or other designated entity(ies), shall make a good faith effort to design, certify, and build the designated facilities to fulfill the approved MTEP. However, in the event that an MTEP Appendix A project approved by the Transmission Provider Board is being challenged through the dispute resolution procedures under this Tariff or in court proceedings, the obligation of the Transmission Owners, or other designated entity(ies), to build that specific project (subject to required approvals) is waived until the approved project emerges from the dispute resolution procedures. In the event that selection of the Selected Developer(s) to construct a project is being challenged through the Dispute Resolution Process under Attachment HH of the Tariff, the obligation of the Selected Developer(s) to construct the project pursuant to the Selected Developer Agreement is not waived. The Transmission Provider Board shall allow the Transmission Owners, or other designated entity(ies), to optimize the final design of specific facilities and their in-service dates if necessary to accommodate changing conditions, provided that such changes comport with the approved MTEP and provided that any such changes are accepted by the Transmission Provider through the Variance Analysis process described in Section IX of this Attachment FF, as necessary. Any disagreements concerning such matters shall be subject to the dispute resolution procedures of this Tariff.

D. The Transmission Provider shall assist the affected Owner(s), Selected Developer(s), or other designated entity(ies), in justifying the need for, and obtaining

certification of, any facilities required by the approved MTEP by preparing and presenting testimony in any proceedings before state or federal courts, regulatory authorities, or other agencies as may be required. The Transmission Provider shall publish annually, and distribute to all Members and all appropriate state regulatory authorities, a five-to-ten-year planning report of forecasted transmission requirements. Annual reports and planning reports shall be available to the general public upon request.

VII. Multi-Value Project Costs and Benefits Review and Reporting

A. Frequency and Reporting of Multi-Value Project Review: For two (2) three (3) year cycles, as provided below and in the Business Practices Manual for Transmission Planning, the Transmission Provider shall conduct a review of the cumulative costs and benefits associated with any MVP(s) first included in an approved MTEP in the preceding six (6) years, and shall disseminate the results of such reviews to its stakeholders. The Transmission Provider shall use the review process and results to identify potential modifications to the MVP methodology and its implementation for projects to be approved at a future date.

1. Triennial MVP Review: Beginning with the third MTEP following approval of an MVP , and the third MTEP thereafter, the Transmission Provider shall conduct a MVP review, as provided in Section VII.B of this Attachment FF.
2. Calculation of Costs and Benefits: The Triennial MVP Reviews MVP Reviews shall calculate costs and benefits on a forward-looking basis over both twenty (20)-year and forty (40)-year periods. The costs calculation shall use updated

project costs and in-service dates provided in the latest MTEP quarterly status report, and the benefits calculation shall use updated future scenarios from the latest MTEP planning cycle. The results of the costs and benefits calculation shall be provided for each Cost Allocation Zone as defined in Attachment WW.

3. Dissemination of the Results of the Triennial MVP Reviews: Within a reasonable time after completion of each MVP review, the Transmission Provider shall disseminate the results of and supporting analysis for the MVP review through: (a) publication in the MTEP; (b) posting on the appropriate section of the Transmission Provider's public website; and (c) presentation to the appropriate stakeholder committees.

B. Scope of Triennial Multi-Value Project Review: Each Triennial MVP Review shall at a minimum include the following:

1. Quantitative Benefits: Analysis of the quantifiable economic benefits resulting from the addition of MVPs first included in an approved MTEP within the preceding six years, including, but not limited to:

   a. Congestion and Fuel Savings: Savings from increased access to lower cost Resources;

   b. Decreased Operating Reserves: Savings associated with lower Operating Reserve requirements;

   c. Decreased System Planning Reserve Margin: Savings associated with deferred generation investment due to a reduction in the system-wide Planning Reserve Margin; and

d. Decreased Transmission Line Losses: Savings associated with deferred generation investment due to a reduction in the Capacity required to serve transmission losses during peak hours, to the extent that MVPs reduce such losses.

2. Public Policy and Other Qualitative Benefits: Analysis of the public policy and other qualitative benefits accruing from MVPs, such as newly interconnected wind units; and an increase in the percentage of the Transmission Provider's Energy needs being supplied by wind and/or other renewable resources, and wind curtailments.

3. Historical Data: Based on the historical data available to the Transmission Provider for the five (5) prior years, of information on certain additional market trend metrics including, but not limited to:

a. Congestion costs;

b. Energy prices;

c. Fuel costs;

d. Planning Reserve Margin requirements;

e. Number of newly interconnected Resources, by Resource type; and

f. The share of the Transmission Provider's Energy supplied, by Resource type.

VIII. COMPETITIVE TRANSMISSION PROCESS

This section of Attachment FF of the Tariff describes the processes and requirements

associated with identifying Competitive Transmission Facilities contained within a Market Efficiency Project or Multi-Value Project approved by the Transmission Provider Board in MTEP Appendix A; certifying entities as Qualified Transmission Developers, whether they are existing Transmission Owners or non-incumbent transmission developers; solicitation of Proposals from Qualified Transmission Developers to construct, implement, own, operate, maintain, repair, and restore the Competitive Transmission Facilities; evaluation of Proposals; and designation of a Selected Proposal and Selected Developer(s) pursuant to Section VIII of Attachment FF of the Tariff.

VIII.A. APPLICABILITY

Except as otherwise provided in Sections VIII.A.1, VIII.A.2 and VIII.A.3 of this Attachment FF, the Competitive Developer Selection Process shall be applicable to all transmission facilities and substation facilities located on the Transmission System and included in an Eligible Project.

VIII.A.1. State or Local Rights of First Refusal:

The Transmission Provider shall comply with any Applicable Laws and Regulations granting a right of first refusal to a Transmission Owner. The Transmission Owner will be assigned any transmission project within the scope, and in accordance with the terms, of any Applicable Laws and Regulations granting such a right of first refusal. These Applicable Laws and Regulations include, but are not limited to, those granting a right of first refusal to the incumbent Transmission Owner(s) or governing the use of existing developed and undeveloped right of way held by an incumbent utility.

VIII.A.2. Upgrades to Existing Transmission Facilities:

A Transmission Owner shall have the right to develop, own, and operate any upgrade to a transmission facility owned by the Transmission Owner, in accordance with this Tariff and the ISO Agreement.

For an Eligible Project that contains both upgrades to existing transmission facilities as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 and new transmission facilities that are not upgrades, the Transmission Provider shall apply the following rules to assign the facilities included in the Eligible Project to applicable incumbent Transmission Owners or Selected Developer.

a. If 80% or more of the total cost of the transmission facilities included in the Eligible Project are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF, the Transmission Provider shall designate the applicable incumbent Transmission Owner(s) to develop, own, and operate all transmission facilities comprising the Eligible Project in accordance with the ISO Agreement.

b. If less than 80% of the total cost of the transmission facilities included in the Eligible Project are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF, the Transmission Provider shall divide the Eligible Project into two or more facilities or segments of facilities based upon the rules set forth in Sections VIII.A.2.1 through VIII.A.2.2.1 of this Attachment FF. For those facilities or segments of facilities that are upgrades as defined in Sections VIII.A.2.1 through VIII.A.2.2.1, the Transmission Provider shall designate the applicable incumbent

Transmission Owner(s) to develop, own, and operate all transmission facilities comprising the Eligible Project in accordance with the ISO Agreement. Those facilities or segments that are not exempt from the Competitive Developer Selections Process pursuant to Section VIII.A.1 through VIII.A.3 shall be subject to the Competitive Developer Selection Process.

For purposes of this Section VIII.A.2, the Transmission Provider shall use the cost estimates prepared by the Transmission Provider for presentation to the Transmission Provider Board at the time such facilities are approved for inclusion in Appendix A to calculate the total cost of the transmission facilities contained within an Eligible Project.

VIII.A.2.1. Upgrades to Existing Transmission Lines: Upgrades to existing transmission line facilities include any expansion, replacement, or modification, for any purpose, made to existing transmission line facilities classified as transmission plant and owned by one or more Transmission Owners, for reasons including, but not limited to:

(a) Increasing the load capability of the transmission line or an associated circuit;

(b) Increasing the nominal operating voltage of the transmission line or an associated circuit;

(c) Installing additional plant on an existing overhead or underground transmission line facility, such as, but not limited to:

i. plant associated with an additional circuit installed on spare structure positions;

ii. additional structures to increase a sag limit or for other purposes;

iii. a sectionalizing switch installed on an existing transmission line circuit regardless of whether or not it is installed on an existing structure; and

iv. any other plant additions to existing transmission line facilities.

(d) Installing additional plant on a replaced overhead or underground transmission line facility, where the new additional circuit will be co-located with an existing transmission line, such as, but not limited to:

i. plant associated with an additional circuit installed on a replaced structure;

ii. additional structures to increase a sag limit or for other purposes;

iii. a sectionalizing switch installed on an existing transmission line circuit regardless of whether or not it is installed on an existing structure; and

iv. any other plant additions to replacement transmission line facilities.

(e) Any requirement or request to relocate transmission line facilities

owned by an incumbent Transmission Owner where the purpose of the relocation is not part of the core scope of a Competitive Transmission Project, including, but not limited to, relocations driven by aesthetics, highway expansion projects, other infrastructure expansion projects, projects to improve the reliability or performance of the Transmission System, projects to reduce the cost to operate and maintain the Transmission System, projects to interconnect new generation and load, and projects to accommodate the relocation of an existing substation;

(f) Any requirement or request to relocate existing transmission line facilities owned by an incumbent Transmission Owner to accommodate Competitive Transmission Line Facilities associated with a Competitive Transmission Project, where such construction of the Competitive Transmission Line Facilities requires or requests use of the incumbent Transmission Owner's right-of-way and, as a result, also requires or requests transfer of the existing transmission facilities to alternative right-of-way or an alternative position on the same right-of-way based on either mutual consent of the incumbent Transmission Owner and Selected Developer(s) and/or the outcome of a state regulatory proceeding or court action;

(g) Functionally equivalent capital replacement of any portion of an existing transmission line facility due to aging, deterioration, damage, poor performance, aesthetics, high operating and maintenance costs, or

other similar reasons;

(h) Replacing one or more existing components of any existing transmission line facility, such as, but not limited to:

i. replacing existing conductors with higher capacity conductors or better performing conductors;

ii. replacing existing structures;

iii. replacing insulators rated at a specific voltage with insulators rated at a higher voltage;

iv. replacing aging or defective components associated with the existing transmission line;

(i) Improving the performance or characteristics of the existing transmission line for any reason;

(j) Converting an existing overhead transmission line to an underground transmission line on the same right-of-way and/or converting an existing underground transmission line to an overhead transmission on the same right-of-way;

(k) Improving land and land rights booked under the Commission's Uniform System of Accounts, Account Nos. 105, 350, and/or 380; or

(l) Any other modifications to existing transmission facilities.

VIII.A.2.1.1. Installation of additional transmission circuits on existing transmission lines:

If a Competitive Transmission Project includes developing a new

transmission circuit and in a subsequent state or local regulatory proceedings determine that all or a portion of the circuit must be installed on an existing transmission line that is part of the Transmission System (i.e., co-located with existing transmission circuits on the same structures), the following rules will be used to determine what constitutes an upgrade:

(a) If the structures associated with the existing transmission line are multi-circuit structures and have spare positions to accommodate installation of one or more additional transmission circuit(s), installation of the new transmission circuit(s) on these spare structure positions will be considered an upgrade.

(b) If the structures associated with the existing transmission line can be expanded to accommodate installation of one or more additional transmission circuit(s), expansion of the structure and installation of the new transmission circuit(s) will be considered an upgrade.

(c) If the structures associated with the existing transmission line are not multi-circuit structures and cannot be expanded to accept additional circuits, do not have sufficient spare structure positions available to accommodate the new transmission circuit(s), or have spare structure positions that are reserved for future use by the incumbent Transmission Owner and not available for the new transmission circuit(s) in question, it will be necessary to rebuild the existing transmission line to accommodate one or more

additional transmission circuits. Under this scenario, all of the necessary and applicable actions (e.g., acquisition of additional right-of-way; removal of the existing transmission line plant; construction of new transmission line structures; transfer or replacement of the existing transmission line conductors, insulators, and shield wire(s); and installation of new conductors, insulators, and shield wire(s) associated with the new transmission circuit(s) co-located with existing transmission circuit(s) on the same structures; etc.) will be considered an upgrade.

VIII.A.2.2. Upgrades to Existing Substations:

Upgrades to existing substations include any expansions, replacements or modifications made, in part or in whole, to any existing substation or portion thereof that is owned by one or more Transmission Owners, and where some or all of the plant within the existing substation is classified as transmission plant. These upgrades include, but are not limited to:

(a) Replacing facilities and/or equipment within an existing substation footprint;

(b) Installing additional plant within an existing substation footprint;

(c) Modifying facilities and/or equipment within an existing substation footprint;

(d) Expanding an existing substation footprint within the existing

substation site boundaries and installing additional plant within the expanded area;

(e) Acquiring additional land adjacent to the existing substation in conjunction with installation of additional plant within the boundaries of this additional land, including facilities to interconnect such plant to the existing substation plant; and

(f) Developing an additional footprint near the existing substation to facilitate effective expansion of the existing substation as further described below in Section VIII.A.2.2.1.

VIII.A.2.2.1. Expansion of an existing substation by developing an additional footprint near the existing substation:

Construction of a new substation footprint near an existing substation to facilitate expansion of the existing substation is considered an upgrade and is necessary when the transmission project calls for expansion of the existing substation and there is not sufficient space for such expansion. Upgrades through development of a second substation footprint can be accomplished in one of two ways. First, a second substation footprint can be developed near the existing substation footprint, and the two substation footprints will function electrically as a single substation and will be interconnected by bus extensions or connectors. An example would be expanding an existing substation that is landlocked by public roadways by developing a second substation footprint on the other side of one of the

roads and then installing an overhead single span connector which would function as a substation bus to interconnect the two substation footprints. Second, an existing substation could be retired for many reasons such as but not limited to: lack of room for future expansions, physical conditions such as soil subsidence, earthquake reinforcement requirements, to prevent flood damage, regulatory/public necessity/economic reasons, and other similar factors. A new substation could be developed nearby on a different site and all transmission circuits into the existing substation could be rerouted to the new site, which is essentially the relocation of an existing substation. These scenarios represent upgrades to an existing substation when the intent of the transmission project produced by the transmission planning process is to expand the existing substation rather than develop a new substation or to relocate an existing substation for reasons not related to implementation of a regionally cost shared transmission project.

VIII.A.3. Immediate Need Reliability Projects

Immediate Need Reliability Projects are projects that: (a) are identified in a Baseline Reliability Study needed to address a reliability need and needed within thirty-six (36) months from first Calendar Day of the month in which the Transmission Provider Board approves the project for inclusion in Appendix A of an MTEP; and (b) meet the criteria for designation as a Baseline Reliability Project pursuant to Section II.A.1 of this Attachment FF, notwithstanding the fact that such project also meets the criteria set forth

in Section II.B of this Attachment FF for classification as a Market Efficiency Project. The Transmission Provider shall designate the applicable Transmission Owner to develop, own, and operate all transmission facilities comprising such Immediate Need Reliability Project in accordance with the ISO Agreement.

VIII.A.3.1 Procedure for Review of Immediate Need Reliability Projects:

(a) Within thirty (30) Calendars Days after the Transmission Provider Board approves the respective MTEP, the Transmission Provider shall post a report on its website that separately identifies each Immediate Need Reliability Project that the Transmission Provider has determined to assign to the applicable Transmission Owner. The posted report shall include:

i. An identification of the transmission facilities contained within the Immediate Need Reliability Project;

ii. The need by date of each Immediate Need Reliability Project;

iii. A brief explanation of the reliability need(s), that each Immediate Need Reliability Project is required to address, including the reason(s) for the need by date, in sufficient detail to allow stakeholders to understand the need and why it is time sensitive;

iv. The date(s) and manner in which the reliability need was first identified during the planning process along with an explanation of why the need was not identified earlier;

v. An explanation of other transmission or, consistent with the provisions of Section I.D.1.b, any non-transmission alternatives the Transmission Provider

considered but concluded would not sufficiently address the immediate reliability need.

(b) If the Transmission Provider identifies any Immediate Need Reliability Projects pursuant to Section VIII.A.3.1(a), the Transmission Provider shall provide stakeholders with thirty (30) Calendar Days to submit comments in response to the report required by Section VIII.A.3.1(a) starting with the date that such report is posted on the Transmission Provider's website. Within sixty (60) Calendar Days after posting the report required by Section VIII.A.3.1(a), the Transmission Provider shall post the comments received together with any responses by the Transmission Provider.

(c) The Transmission Provider shall post and update at least annually a list of prior years' designations of Market Efficiency Projects that met the criteria in Section VIII.A.3, for designation as an Immediate Need Reliability Project which list shall contain both the need-by date and the date that the Transmission Owner placed the facility in service.

VIII.A.3.2 Immediate Need Reliability Project Dispute Resolution.

Any disputes regarding determinations to classify or not classify a transmission project as an Immediate Need Reliability Project and/or assign transmission facilities associated with such Immediate Need Reliability Project to the Transmission Owner will be referred to the Dispute Resolution Process under Attachment HH of this Tariff. In the event that such classification and/or assignment is being challenged through the Dispute Resolution Process under Attachment HH of the Tariff, the obligation of the designated

Transmission Owner to construct such facilities is not waived.

VIII.B. COMPETITIVE DEVELOPER QUALIFICATION PROCESS

This section of Attachment FF of the Tariff describes the processes and requirements associated with certifying entities as Qualified Transmission Developers, whether they are existing Members or non-incumbent transmission developers.

VIII.B.1. Qualified Transmission Developers:

Only Qualified Transmission Developers may submit Proposals in response to a Request for Proposals posted by the Transmission Provider for a Competitive Transmission Project. The Transmission Provider will maintain a list of Qualified Transmission Developers on its website that will be updated within thirty (30) Calendar Days of the conclusion of the Competitive Developer Qualification Process.

VIII.B.2. Prequalification Process:

The Transmission Provider will open a prequalification window each quarter of the calendar year for entities that are not currently listed as Qualified Transmission Developers, including existing Members, Non-incumbent Developers, and Non-owner Members, by posting on its website a Transmission Developer Application template and invitation to submit a Transmission Developer Application. To become a Qualified Transmission Developer, each Transmission Developer Applicant must submit a Transmission Developer Application using the template(s) posted with the invitation and further described in the applicable Business Practices Manuals, by the deadline specified in the invitation, but no less than thirty (30) Calendar Days from the date the invitation

was posted. The Transmission Developer Applicant shall submit its completed Transmission Developer Application by the day specified as the deadline in accordance with the requirements in the applicable Business Practices Manual. The Transmission Developer Applicant shall also submit a non-refundable transmission developer application fee, as further described in the applicable Business Practices Manuals, in the amount of $20,000.00 by 5:00 PM EPT on the day specified as the Transmission Developer Application deadline to cover the cost of processing, reviewing, and determining whether the Transmission Developer Applicant does or does not satisfy all the qualification requirements required by Sections VIII.B.4(a) – (g) and VIII.B.4.1 – VIII.B4.4 of this Attachment FF to be certified as a Qualified Transmission Developer. A Transmission Developer Applicant may rely on the resources, capabilities, or competencies of an Affiliate to satisfy the qualification requirements contained in Sections VIII.B.4.1 – VIII.B.4.4 provided that the Transmission Developer Applicant: (a) clearly identifies in the Transmission Developer Application which prequalification requirements the Transmission Developer Applicant will rely on its Affiliate to satisfy; (b) clearly identifies the resources, capabilities, and/or competencies of the Affiliate the Transmission Developer Applicant intends to rely on to satisfy each prequalification requirement; and (c) includes with its Transmission Developer Application submission a Statement of Support executed by the Affiliate on which the Transmission Developer Applicant will rely for such support.

VIII.B.2.1. Completed Transmission Developer Applications:

To the extent the Transmission Provider finds the Transmission

Developer Application deficient of information or data required by the Transmission Developer Application template(s), the Transmission Provider will notify the Transmission Developer Applicant of the deficiencies electronically within thirty (30) Calendar Days of the Transmission Provider's receipt of the respective Transmission Developer Application. The Transmission Developer Applicant shall have thirty (30) Calendar Days from the date the Transmission Provider's deficiency notification was sent to submit the additional data required to the Transmission Provider. No additional Transmission Developer Application cure period will be allowed for the purposes of gaining Qualified Transmission Developer status.

VIII.B.2.2. Transmission Developer Application Review:

The Transmission Provider will review each Transmission Developer Application that has been cured of any identified deficiencies and will notify each Transmission Developer Applicant of the Transmission Provider's decision to certify or not certify the Transmission Developer Applicant as a Qualified Transmission Developer within one-hundred eighty (180) Calendar Days of the Transmission Provider's receipt of the respective Transmission Developer Application.

The Transmission Provider will certify those Transmission Developer Applicants that meet the qualification requirements specified

in Sections VIII.B.2 and VIII.B.4 of this Attachment FF and the applicable Business Practices Manuals. If the Transmission Provider does not certify a Transmission Developer Applicant, it will provide the Transmission Developer Applicant with a written explanation detailing its determination within thirty (30) Calendar Days after notification.

The Competitive Transmission Executive Committee shall have the exclusive and final authority to approve or reject Transmission Developer Applications and certify Transmission Developer Applicants as Qualified Transmission Developers.

VIII.B.3. Biennial Recertification Process:

Each Qualified Transmission Developer that intends to remain qualified must recertify its Qualified Transmission Developer status every second calendar year as determined by the recertification cycle posted by the Transmission Provider. The Transmission Provider will assign each Qualified Transmission Developer to a recertification cycle after the Qualified Transmission Developer's initial application is approved. Before July 15 of the year immediately preceding the year in which a QTD is due for recertification, the Transmission Provider will send a notification to each Qualified Transmission Developer that is required to recertify its status in accordance with Section VIII.B.3.1 of this Attachment FF.

VIII.B.3.1. Recertification Submission Requirements:

Each Qualified Transmission Developer that is sent a recertification notification shall submit, within thirty (30) Calendar Days after the recertification

notification is sent, a recertification statement in a form to be provided by the Transmission Provider, executed by an authorized representative of the Qualified Transmission Developer. There will be no fee for the first recertification, but for each recertification thereafter, the Qualified Transmission Developer shall also submit a non-refundable transmission developer recertification fee in the amount of $2,000 as further described in the applicable Business Practices Manuals, by 5:00 PM EPT on the day specified as the Qualified Transmission Developer recertification deadline. The recertification statement shall confirm, to the best of the Qualified Transmission Developer's knowledge, that the Qualified Transmission Developer continues to meet the requirements for initial qualification as set forth in Sections VIII.B.4, VIII.B.4.1, VIII.B.4.2, VIII.B.4.3, and VIII.B.4.4 of this Attachment FF. The recertification statement shall also contain a completed checklist indicating whether the Qualified Transmission Developer, or any parent or affiliate whose resources are relied upon for recertification, have experienced certain changes since the date the Qualified Transmission Developer last submitted a Transmission Developer Application or recertification statement. The specific changes shall be identified in the recertification notice and may include, but are not limited to: (1) merger, reorganization, or a change in the identity of any parent or affiliate providing support; (2) changes to the Qualified Transmission Developer's legal name, state of domicile, or MISO membership status; (3) bankruptcies, liquidations, receiverships or general assignments; (4) any new legal or regulatory violations

that would be required to be reported in a Transmission Developer Application pursuant to Section VIII.B.4.3 of this Attachment FF; and (5) any specific changes that the Transmission Provider identifies as necessary to evaluate a Qualified Transmission Developer's continued qualifications.

A properly completed and executed recertification statement stating that the Qualified Transmission Developer and, if applicable, its supporting parent or affiliate, has not experienced any of the changes listed by the Transmission Provider in the recertification statement form shall be deemed a completed recertification application.

If a Qualified Transmission Developer identifies in its recertification statement that any of the changes specified in the recertification statement form accompanying the recertification notice have occurred, initial disclosure shall not create any presumption of disqualification. Upon receipt of an executed recertification statement indicating that a listed change has occurred, the Transmission Provider shall provide the Qualified Transmission Developer with further instructions for submitting information and explanations to enable the Transmission Provider to evaluate the effect of the identified changes on the Qualified Transmission Developer's continued qualifications. Such further instructions shall be tailored to the disclosed change and shall be due no later than thirty (30) Calendar Days after the date that the additional information request was sent to the Qualified Transmission Developer.

Should a Qualified Transmission Developer fail to submit a properly

completed recertification statement or any information in response to the Transmission Provider's request for further information within the applicable submission periods specified in this Section VIII.B.3.1 of this Attachment FF, the Transmission Provider shall notify the Qualified Transmission Developer electronically within five (5) Business Days of the deadline specified in the renewal notification or request for further information of any deficiencies that the Transmission Provider has identified. The Qualified Transmission Developer will have five (5) Business Days from the date of notification of deficiency to cure the identified deficiencies by submitting the required information. Should a Qualified Transmission Developer fail to cure the identified deficiency during this five (5) Business Day period, the Transmission Provider will deem that the Qualified Transmission Developer has requested to voluntarily terminate its certification as a Qualified Transmission Developer in accordance with Section VIII.B.5 of this Attachment FF.

VIII.B.3.2. Review of Recertification Submissions.

The Transmission Provider shall review each Qualified Transmission Developer's recertification submission, any supporting information and explanations, and the annual financial information submitted pursuant to Section VIII.B.8 of this Attachment FF. The Transmission Provider shall determine whether the information included in the submission warrants recertification or termination of a Qualified Transmission Developer's status under the standards established in

Section VIII.B.1 through VIII.B.4.4 of this Attachment FF. The Transmission Provider will notify each Qualified Transmission Developer as to whether or not such entity has been recertified, within one-hundred eighty (180) Calendar Days of the date the Transmission Provider sent the recertification notification.

In the event that the Competitive Transmission Executive Committee terminates or determines not to recertify a Qualified Transmission Developer, the Transmission Provider shall provide that entity with a written explanation detailing its determination within thirty (30) Calendar Days of such notification. If the Transmission Provider either terminates or does not recertify a Qualified Transmission Developer, such entity may seek re-qualification during any subsequent qualification process as described in Section VIII.B.2 of this Attachment FF. The Competitive Transmission Executive Committee shall have the exclusive and final authority to recertify or terminate a Qualified Transmission Developer's Qualified Transmission Developer status.

VIII.B.4. Requirements for Qualified Transmission Developer Status:

To be certified as a Qualified Transmission Developer, the requirements set forth in Sections VIII.B.4, VIII.B.4.1, VIII.B.4.2, VIII.B.4.3, and VIII.B.4.4 of this Attachment FF must be satisfied. A Transmission Developer Applicant may elect to satisfy one or more of these requirements by referencing and/or utilizing the qualifications, capabilities, and/or competencies of one or more Affiliates instead of, or in addition to, those of the

Transmission Developer Applicant. Should a Transmission Developer Applicant elect to reference and/or utilize the qualifications, capabilities, and/or competencies of one or more Affiliates, the Transmission Developer Applicant must: (a) clearly identify in the Transmission Developer Application each Tariff requirement that the Transmission Developer Applicant intends to rely on an Affiliate to satisfy; and (b) include in the Transmission Developer Application an executed Statement of Support for each such Affiliate that acknowledges that the Transmission Developer Applicant is relying on the specified qualifications, capabilities, and/or competencies of the Affiliate. A Transmission Developer Applicant may elect to satisfy one or more of the requirements of VIII.B.4.3(a) and VIII.B.4.3(b) of this Attachment FF by submitting documentation pertaining to an Affiliate provided that the Transmission Developer Applicant also submits such documentation pertaining to itself, included an executed Statement of Support in the Transmission Developer Application for each such Affiliate, and has clearly identified which information and documentation pertains to the Affiliate and which information and documentation pertains to itself.

The general requirements applicable to Qualified Transmission Developers include the following:

(a) The Transmission Developer Applicant shall be a Transmission Owner or a Non-owner Member in good standing at the time the Transmission Developer Application is acted on by the Transmission Provider and shall maintain such status.

(b) The Transmission Developer Applicant shall either: (i) submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to execute the ISO Agreement should it be designated as a Selected Developer and to list any Competitive Transmission Facilities for which it is designated a Selected Developer, pursuant to the Selected Proposal, in Appendix H of the ISO Agreement (i.e. the list of transmission facilities transferred to MISO's functional control for the purposes of planning and operation); or (ii) state that it is already a signatory to the ISO Agreement and submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that it will list any Competitive Transmission Facilities for which it is designated as a Selected Developer for, pursuant to the Selected Proposal, in Appendix H of the ISO Agreement. The execution of the ISO Agreement must take place after the Competitive Transmission Facilities have been constructed but prior to their energization and the addition of the Competitive Transmission Facilities to Appendix H of the ISO Agreement must take place after the Competitive Transmission Facilities have been energized;

(c) The Transmission Developer Applicant shall submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to comply with all Applicable Laws and Regulations, codes, and standards governing the engineering, design,

construction, operation, and maintenance of transmission facilities including, but not limited to, federal laws; applicable state and local laws; applicable state and local building codes; federal regulatory requirements; applicable state and local regulatory requirements; applicable state and local licensing authorities; the National Electric Safety Code; the National Electric Code; Applicable Reliability Standards; and Good Utility Practice should the Transmission Developer Applicant be designated as a Selected Developer for one or more Competitive Transmission Facilities;

(d) The Transmission Developer Applicant shall either: (i) submit a written commitment, signed by an authorized representative of the Transmission Developer Applicant, to register with NERC in accordance with NERC's registration guidelines as the transmission owner (TO), transmission operator (TOP), and transmission planner (TP), as those terms are defined by NERC, for all Competitive Transmission Facilities that the Transmission Developer Applicant, if designated as the Selected Developer, will own; or (ii) demonstrate that the Transmission Developer Applicant is already registered with NERC, in accordance with NERC's registration guidelines, as the transmission owner (TO), transmission operator (TOP), and transmission planner (TP), as those terms are defined by NERC;

(e) The Transmission Developer Applicant shall submit a written commitment, signed by an authorized representative of the Transmission

Developer Applicant, that if designated as the Selected Developer, the Transmission Developer Applicant shall either: (i) contract with the interconnecting Local Balancing Authority(s) to include the Competitive Transmission Facilities within the boundaries of the interconnecting LBA and demonstrate to the satisfaction of the Transmission Provider and per agreement by the interconnecting LBA that applicable LBA-related tasks associated with the proposed Competitive Transmission Facilities that may be delegated to an LBA by the Balancing Authority Agreement will be carried out either by the LBA or the Transmission Developer Applicant if designated as a Selected Developer; or ii) execute the Balancing Authority Agreement, register with NERC as a Balancing Authority (BA), and be designated as the Local Balancing Authority for any proposed Competitive Transmission Facilities, unless the Transmission Developer Applicant is already registered with NERC as a BA and designated as an LBA for one or more of the existing transmission facilities that may interconnect directly with any Competitive Transmission Facilities associated with the Competitive Transmission Project(s) that the Transmission Developer may be awarded;

(f) The Transmission Developer Applicant shall make a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that, if designated as a Selected Developer, it shall comply with the FERC Form 715 Part 4 TRPC, Transmission Planning Criteria and

Guidelines on file with FERC and established by each incumbent Transmission Owner whose existing transmission facilities will interconnect directly with the Competitive Transmission Facilities; and

(g) The Transmission Developer Applicant must make a written commitment, signed by an authorized representative of the Transmission Developer Applicant, that, if it is designated as a Selected Developer, it shall comply with current requirements and standards regarding the interconnection of transmission facilities published by each Transmission Owner or non-Member to which Competitive Transmission Facilities will interconnect including, but not limited to, those standards and requirements required for compliance with the applicable NERC Facilities Design, Connections, and Maintenance ("FAC") Reliability Standards.

VIII.B.4.1. Project Implementation Requirements:

Each Transmission Developer Applicant shall submit documentation to demonstrate to the Transmission Provider that the Transmission Developer Applicant has or can obtain sufficient capabilities and competencies to satisfy the following project implementation requirements for Competitive Transmission Projects:

(a) Project management;

(b) Routing and siting studies including public outreach;

(c) Preliminary and detailed engineering and surveying;

(d) Material and equipment procurement;

(e) Construction; and

(f) Commissioning.

There are two general methods that a Transmission Developer Applicant may use to demonstrate it will have sufficient capabilities and competencies to perform project implementation tasks if chosen as the Selected Developer for a Competitive Transmission Project. First, the Transmission Developer Applicant may provide evidence that it currently develops transmission projects by listing data, pursuant to templates developed by the Transmission Provider, regarding the transmission facilities it owns and the infrastructure and resources it has in place to perform the project implementation activities to develop such transmission facilities, where infrastructure and resources may include, but not necessarily be limited to, employees, contractors, tools, equipment, buildings, vehicles, policies, processes, and procedures. Second, a Transmission Developer Applicant can provide a detailed business implementation plan describing how it would acquire the capabilities and competencies to perform the specific project implementation tasks listed above, including plans for: (i) retaining personnel or contractors; (ii) utilizing infrastructure and resources owned and operated by an affiliate company; (iii) qualifying personnel and contractors utilized; (iv) acquiring required tools, equipment, and vehicles; (v) development of project management, engineering, material, and construction standards and practices to be followed for specific types of facilities; (vi) route and site studies (including public outreach); and (vii) procuring adequate capital to develop transmission projects.

In the event that a Transmission Developer intends to demonstrate its project implementation qualifications by obtaining the requisite capabilities and competencies by contracting with third parties, the Transmission Developer Applicant shall submit either as part of its business implementation plan or in separate documentation an explanation of the capabilities and competencies that the Transmission Developer Applicant possesses at the time of application and those capabilities and competencies for which the Transmission Developer Applicant intends to contract in order to demonstrate its ability to satisfy the foregoing project implementation requirements for Competitive Transmission Projects. For each capability or competency that the Transmission Developer Applicant does not possess but intends to procure through contracting with third parties, the Transmission Developer Applicant shall provide a detailed contracting plan that contains a detailed description of the steps the Transmission Developer Applicant intends to take to procure needed capabilities or competencies if it is chosen as the Selected Developer for a Competitive Transmission Project.

The Transmission Developer Applicant shall not be required to have executed contracts with third parties to obtain all required capabilities or competencies at the time of application in order to prequalify as a Transmission Developer. However, the Transmission Developer Applicant bears the burden of identifying the capabilities or competencies it possesses and those for which it must contract with third parties and that the Transmission Developer Applicant has a realistic contracting plan for obtaining those capabilities.

The Transmission Developer Applicant shall include a written certification signed by an authorized representative of the Transmission Developer Applicant stating that the information in the submission is true and accurate.

VIII.B.4.2 Operations, maintenance, repair, and replacement requirements:

Each Transmission Developer Applicant shall submit documentation that demonstrates to the Transmission Provider that the Transmission Developer Applicant possesses or can obtain sufficient capabilities and competencies to adequately perform the following operations, maintenance, testing, inspection, repair, and replacement tasks for any Competitive Transmission Facilities associated with a Competitive Transmission Project once such facilities are in service and part of the Transmission System:

(a) Forced outage response for transmission line circuits;

(b) Forced outage response for substations;

(c) Switching for transmission line circuits;

(d) Switching for substations;

(e) Transmission line emergency repair;

(f) Substation emergency repair and testing;

(g) Transmission line preventative and/or predictive maintenance, including vegetation management;

(h) Substation preventative and/or predictive maintenance including equipment testing;

(i) Maintenance and management of spare parts, spare structures, and/or spare equipment inventories for substations and/or transmission lines, as applicable, including description of any agreements to share spare equipment, spare parts, and/or spare structures with other transmission entities;

(j) Real-time operations monitoring and control capabilities;

(k) Major facility replacements or rebuilds required as a result of catastrophic destruction or natural aging through normal wear and tear, including financial strategy to facilitate timely replacements and/or rebuilds; and

(l) Once a Transmission Developer, the Transmission Provider may require additional demonstration of qualifications to operate, maintain, restore, test, inspect, and replace specific Competitive Transmission Facilities associated with specific Competitive Transmission Projects for a specific Request for Proposals.

There are two general methods that a Transmission Developer Applicant may use to demonstrate it will have sufficient capabilities and competencies to perform operations and maintenance services if chosen as the Selected Developer for a Competitive Transmission Project. First, Transmission Developer Applicant may provide evidence that it currently owns and/or operates and maintains electric transmission facilities by listing data, pursuant to templates developed by the Transmission Provider, regarding the transmission facilities it owns and/or

operates and maintains and the infrastructure and resources it has in place to perform the operations and maintenance activities for such transmission facilities, where infrastructure and resources may include, but not necessarily be limited to, employees, contractors, tools, equipment, buildings, spare materials and equipment, vehicles, policies, processes, and procedures. Second, a Transmission Developer Applicant can provide a detailed business implementation plan describing how it would acquire the capabilities and competencies to perform the specific operations and maintenance tasks listed above, including plans for: (i) retaining personnel or contractors; (ii) utilizing infrastructure and resources owned and operated by an affiliate company; (iii) qualifying personnel and contractors utilized; (iv) acquiring required tools, equipment, and vehicles; (v) development of maintenance standards and practices to be followed for specific types of facilities; (vi) developing standards governing where personnel, equipment, and spare parts/equipment will be maintained with respect to potential future facilities (e.g., maximum distance between facility and local office, etc.); (vii) emergency response times; and (viii) maintaining adequate capital procurement capabilities to rebuild facilities following major catastrophic outages (including property insurance and risk mitigation strategies).

In the event that a Transmission Developer Applicant intends to demonstrate its operations and maintenance, repair and replacement qualifications by obtaining the requisite capabilities and competencies by contracting with third parties, the Transmission Developer Applicant shall submit, either as part of its

business implementation plan or in separate documentation, an explanation of the capabilities and competencies that the Transmission Developer Applicant possesses at the time of application and those capabilities and competencies for which the Transmission Developer Applicant intends to contract in order to demonstrate its ability to implement the foregoing project operation, maintenance, repair, and replacement requirements for Competitive Transmission Projects. For each capability or competency that the Transmission Developer Applicant does not possess but intends to procure through contracting with third parties, the Transmission Developer Applicant shall provide a detailed contracting plan that contains a detailed description of the steps the Transmission Developer Applicant intends to take to procure needed capabilities or competencies if it is chosen as the Selected Developer for a Competitive Transmission Project.

The Transmission Developer Applicant shall not be required to have executed contracts with third parties to obtain all required capabilities or competencies at the time of application in order to prequalify as a Qualified Transmission Developer. However, the Transmission Developer Applicant bears the burden of identifying the capabilities or competencies it possesses and those for which it must contract with third parties and that the Transmission Developer Applicant has a realistic contracting plan for obtaining those capabilities.

The Transmission Developer Applicant shall include a written certification signed by an authorized representative of the Transmission Developer Applicant stating that the information in the submission is true and accurate.

VIII.B.4.3. Legal Requirements:

Each Transmission Developer Applicant shall submit the following information and demonstrate to the Transmission Provider that the information submitted represents an acceptable level of risk to rely on the Transmission Developer Applicant, if designated a Selected Developer, to successfully implement a Competitive Transmission Project and own and operate the associated transmission facilities once in service. The information submitted must include written certification signed by an authorized representative of the Transmission Developer Applicant stating that the submitted information is accurate:

(a) A summary of legal and/or regulatory violations during the past five (5) years or, if the Transmission Developer Applicant has been in business for less than five years, the number of years for which the Transmission Developer Applicant has been in business, by the Transmission Developer Applicant found by federal or state courts, federal regulatory agencies, state public utility commissions, other regulatory agencies, or attorneys general. This includes, but is not limited to, the Federal Energy Regulatory Commission, North American Electric Reliability Corporation Reliability Standards, Securities Exchange Commission ("SEC") regulations, U.S. Commodity Futures Trading Commission ("CFTC") regulations, and other applicable requirements. Notwithstanding the foregoing,

the Transmission Developer Applicant does not need to provide any information regarding violations of the Applicable Reliability Standards that were resolved as a compliance exception as defined by the NERC rules of procedure.

(b) A summary of any and all instances in which the Transmission Developer Applicant is currently under investigation or is a defendant in a proceeding involving an attorney general or any state or federal regulatory agency, for violation of any laws, including regulatory requirements, during the past five years or, if the Transmission Developer Applicant has been in business for less than five years, the number of years for which the Transmission Developer Applicant has been in business. The Transmission Developer Applicant shall include an affidavit signed by an authorized officer of the Transmission Developer Applicant's company stating that the information in the submission is true and accurate and that the Transmission Developer Applicant will comply with all applicable requirements in this Tariff, the Business Practices Manuals, or other applicable Transmission Provider documents or agreements.

VIII.B.4.4 Financial Requirements:

Each Transmission Developer Applicant shall submit the following information and demonstrate to the Transmission Provider that the information submitted represents an acceptable level of risk to rely on the Transmission Developer Applicant to successfully implement a Competitive Transmission Project and own and operate the associated transmission facilities once in service. The information submitted must include written certification signed by an authorized representative of the Transmission Developer Applicant stating that the submitted information is accurate:

(a) A proposed financial plan demonstrating adequate capital resources (e.g., current assets, revolving lines, commercial paper, letter of credit, stock or bond issuance or other sources of liquidity) are available to the Transmission Developer Applicant to allow for Competitive Transmission Projects to be implemented on schedule and associated Competitive Transmission Facilities to be operated and maintained appropriately after the facilities are in service.

(b) The credit rating(s) for the Transmission Developer Applicant from Moody's Investor Services, Inc., Standard and Poor's Rating Group and/or other Nationally Recognized Statistical Rating Organization ("NRSRO") as recognized by the Securities and Exchange Commission ("SEC"). In the event the Transmission Developer Applicant is rated by more than one NRSRO, then the lowest rating will be the benchmark for consideration of demonstrating and maintaining an investment grade credit rating. For

example, an investment grade rating is considered to be a rating of Baa3 or above from Moody's Investor Services, Inc. or BBB- or above from Standard and Poor's Rating Group (equivalent ratings will be used for other rating agencies). The focus of the review will be on the entity's unsecured, senior long-term debt ratings (not supported by third-party enhancements). If unsecured, senior long-term debt ratings are not available, the Transmission Provider may consider Issuer Ratings.

In the event the Transmission Developer Applicant does not have an investment grade rating, the Transmission Provider will consider the other information the Transmission Developer Applicant has submitted to evaluate its financial capability to construct the transmission facility in a timely manner, and to maintain and operate it reliably for the long term.

(c) General financial information, including two (2) years of audited financial statements with notes to the financials and a signed commitment by an authorized representative of the Transmission Developer Applicant that it is not aware of any material events or circumstances that would likely result in a material adverse weakness in financial strength throughout project implementation of future Competitive Transmission Projects that it might be awarded after it is certified as a Transmission Developer. In the event the Transmission Developer Applicant does not have two (2) years of audited financial statements and has not submitted two (2) years of audited financial statements from an Affiliate providing an executed

Statement of Support, the Transmission Developer Applicant must submit an audited balance sheet dated within the last ninety (90) days. It must also submit *pro forma* financials for the next fiscal year which include an income statement, balance sheet, and statement of cash flows.

(d) A summary of any history of bankruptcy, dissolution, merger, or acquisition of the Transmission Developer Applicant, or any predecessors in interest for the current calendar year and the five (5) calendar years immediately preceding its submission of the Transmission Developer Application. This information must also be submitted for any Affiliate providing a Statement of Support to satisfy any of the requirements in Section VIII.B.4.4 of this Attachment FF.

VIII.B.5. Voluntary Termination of Qualified Transmission Developer Status:

A Qualified Transmission Developer that desires to voluntarily terminate its' status as a Qualified Transmission Developer, may do so at any time by notifying the Transmission Provider. Upon such notification, the Transmission Provider will update the Qualified Transmission Developer list within thirty (30) Calendar Days of the notification. Failure of a Qualified Transmission Developer to timely submit a recertification statement pursuant to Section VIII.B.3.1 of this Attachment FF of the Tariff shall be deemed a voluntary termination under this Section VIII.B.5 of this Attachment FF. A terminated Qualified Transmission Developer may become a Qualified Transmission Developer again by following the process outlined in Section VIII.B.2 of this Attachment FF of the Tariff for Transmission Developer Applicants

seeking Qualified Transmission Developer status in a subsequent qualification process.

VIII.B.6. Confidential Treatment of Competitive Developer Qualification Information:

All information submitted with Transmission Developer Applications and recertification submittals will be considered Confidential Information, except for the name of the organization to be posted on the Qualified Transmission Developer list, and will not be publicly posted or shared with any individual except for employees of the Transmission Provider and/or contractors of the Transmission Provider that have executed appropriate non-disclosure agreement(s).

VIII.B.7. Alternative Dispute Resolution:

Any Transmission Developer Applicant who is not approved as a Qualified Transmission Developer by the Transmission Provider may request alternative dispute resolution under Attachment HH of the Tariff within thirty (30) Calendar Days of receiving the Transmission Provider's written explanation detailing its determination to deny the Transmission Developer Application. Any entity that is not recertified as a Qualified Transmission Developer by MISO, or a Qualified Transmission Developer whose Qualified Transmission Developer status is terminated, may request alternative dispute resolution under Attachment HH of the Tariff within thirty (30) Calendar Days of receiving the MISO's written explanation detailing its determination to not recertify or to terminate the entity's Qualified Transmission Developer status.

VIII.B.8. Ongoing Responsibilities of Qualified Transmission Developers:

Each Qualified Transmission Developer has an ongoing duty to provide the

Transmission Provider with notification as soon as reasonably practical should any of the changes specified in Section VIII.B.3.1 of this Attachment FF occur and a copy or link to their audited financial statements annually, within thirty (30) Calendar Days of such statements being prepared. The Competitive Transmission Executive Committee shall have the exclusive and final authority to make determinations regarding the continued qualifications of Qualified Transmission Developers based upon the information received in accordance with this Section VIII.B.8.

VIII.C. REQUEST FOR PROPOSALS

Should Appendix A of a Transmission Provider Board approved MTEP contain Eligible Projects, the Transmission Provider will review each such Eligible Project to determine whether or not it contains any Competitive Transmission Facilities. The Transmission Provider will release a Request for Proposals (RFP) for each Competitive Transmission Project pursuant to Section VIII.C of this Attachment FF and the applicable Business Practices Manuals. If Appendix A of a Transmission Provider Board approved MTEP contains only one (1) Competitive Transmission Project, the Transmission Provider will release an RFP within sixty (60) Calendar Days of the date the Transmission Provider Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP. If Appendix A of a Transmission Provider Board approved MTEP contains multiple Competitive Transmission Projects, the Transmission Provider shall have the option to stagger the release of each RFP associated with the multiple Competitive Transmission Projects.

If the Transmission Provider elects to stagger the release of RFPs, the Transmission Provider shall take the following actions following the date that the Transmission Provider

Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP: (1) Within ten (10) Business Days publicly post on its website a statement indicating that the Transmission Provider will stagger the RFP release dates; (2) Within thirty (30) Calendar Days post a schedule listing the planned release dates for each RFP, with the first RFP being released within sixty (60) Calendar Days of the date the respective MTEP was approved by the Transmission Provider Board. In determining the schedule of RFP releases when staggering is used, the Transmission Provider will consider the timing impacts of the Competitive Developer Selection Process with respect to the in-service dates of the Competitive Transmission Projects. In all events, the schedule of RFP releases developed by the Transmission Provider shall provide that all RFPs are released not later than three hundred and sixty five (365) Calendar Days after the date the Transmission Provider Board approved the Competitive Transmission Facilities for inclusion in Appendix A of the MTEP. If the Transmission Provider elects not to stagger the release of RFPs, the Transmission Provider shall release each RFP within sixty (60) Calendar Days of the date the respective MTEP was approved by the Transmission Provider Board.

VIII.C.1. Minimum Contents of a RFP:

Each RFP shall include, at a minimum, a listing of each Competitive Transmission Facility contained within the Competitive Transmission Project, the Proposal Submission Deadline, the applicable items specified in Sections VIII.C.1.1 and VIII.C.1.2 of this Attachment FF to the Tariff, any applicable items specified in the Transmission Provider's Business Practices Manuals, and a list of the current transmission facility interconnection standards and requirements, established by the Transmission Owner(s) and established by any transmission owner(s) that are not a Member who have chosen to provide interconnection standards and

requirements to the Transmission Provider, to which the Competitive Transmission Project will interconnect. The Transmission Provider reserves the right to specify any additional information in a RFP including, but not limited to, any additional information for specific Competitive Transmission Line Facilities and/or Competitive Substation Facilities. The Transmission Provider shall include in each RFP a list of any aspects, or elements of the Competitive Transmission Project that the Transmission Provider anticipates at the time of posting to be particularly important for the success of the Competitive Transmission Project. This information shall be provided for informational purposes only and shall not alter the criteria and/or weightings applicable to evaluation of the Proposals pursuant to Sections VIII.E through VIII.E.3 of this Attachment FF.

If and to the extent a RFP contains any Critical Energy Infrastructure Information (CEII), the Transmission Provider will redact such CEII for public posting and create a non-public RFP containing the CEII which will be available to entities and individuals that have executed the appropriate CEII and non-disclosure agreements required by the Transmission Provider. Information on how to request the non-public RFP will be provided in the publicly posted RFP. Pursuant to Section VIII.A.1 of this Attachment FF, only Competitive Transmission Facilities eligible under state law will be included in the Competitive Transmission Project where (i) all other Competitive Transmission Facilities and (ii) upgrades as described in Section VIII.A.2 of this Attachment FF will be assigned to the applicable incumbent Transmission Owner in accordance with the ISO Agreement.

VIII.C.1.1 RFP Requirements for Competitive Transmission Line Facilities:

Each RFP that includes one or more Competitive Transmission Line

Facilities will specify, at a minimum, the following items for each Competitive Transmission Line Facility:

(a) Expected in-service date;

(b) Nominal operating voltage level in kV and voltage characteristics (*i.e.*, three-phase AC, bipolar DC, etc.) for each transmission circuit;

(c) Terminating substations and buses for each transmission circuit;

(d) Minimum required normal and emergency load ratings for both summer and winter seasons for each transmission circuit; and

(e) Maximum allowable positive sequence impedance for each transmission circuit when determined applicable by planning studies performed by the Transmission Provider.

VIII.C.1.2 RFP Requirements for Competitive Substation Facilities:

Each RFP that includes one or more Competitive Substation Facilities will specify, at a minimum, the following information for each Competitive Substation Facility:

(a) Expected in-service date;

(b) List of all transmission buses within the Competitive Substation Facility, including nominal operating voltage level in kV and voltage characteristics;

(c) List of all major equipment and facilities within the Competitive Substation Facility and associated terminating buses including

power transformers, voltage regulators, phase angle regulators, series reactors, series capacitors, shunt reactors, shunt capacitors, static VAR compensators, DC converters, transmission line circuit terminals, generator terminals, and loads;

(d) Limitations on and/or requirements for bus configurations when determined applicable by planning studies performed by the Transmission Provider including required load ratings of circuit breakers, disconnects, bus sections and other load carrying equipment under alternative bus configurations;

(e) Required load ratings for all load carrying equipment and facilities identified in item (c) above;

(f) Winding connection and tap requirements for power transformers, voltage regulators, phase angle regulators and load tap changers when determined necessary by planning studies performed by the Transmission Provider;

(g) Impedance requirements for power transformers, phase angle regulators, series reactors and series capacitors when determined necessary by planning studies performed by the Transmission Provider; and

(h) Limitations on and/or requirements for protection systems when determined applicable by a planning driver or Applicable Reliability Standard or in order to ensure a compatible

interconnection with existing protection systems associated with existing transmission facilities to which the Competitive Transmission Facilities will interconnect.

VIII.D. PROPOSALS

Proposals may be submitted only in response to an RFP issued by the Transmission Provider and only by entities that are certified as a Qualified Transmission Developer at the time such Proposal is submitted. Once submitted and unless withdrawn pursuant to Section VIII.D.8 of this Attachment FF, Proposals shall be held open as offers capable of acceptance by the Transmission Provider until such time as the Transmission Provider announces the identity of the Selected Developer and designates an Alternate Selected Developer pursuant to Sections VIII.E.2 and VIII.H of this Attachment FF.

VIII.D.1. Proposal Submission Deadline:

Proposals shall be submitted to the Transmission Provider no later than 5:00 PM EPT on the Proposal Submission Deadline. The Proposal Submission Deadline will be the date specified in the RFP, which shall not exceed one hundred and sixty-five (165) Calendar Days from the date the Transmission Provider issued the RFP, unless the one hundred and sixty-five (165) day maximum duration causes the Proposal Submission Deadline to fall on a Saturday, Sunday, or holiday in which case the Proposal Submission Deadline shall be the next Business Day that is not a holiday.

VIII.D.2. Proposal Deposit:

An RFP Respondent must submit an initial deposit, in an amount not to exceed $150,000.00 (in August 2023 dollars), to the Transmission Provider. The Transmission

Provider shall calculate the maximum amount of the deposit by determining the inflation adjustment in accordance with the inflation calculator located at the U.S. Bureau of Labor Statistics website. The inflation adjustment shall be calculated from August 2023, to the most up-to-date data available at the time the notification takes place, where such amount will be rounded to the nearest $100. The RFP shall state the amount of each deposit, the date(s) by which such deposit must be received, and any applicable submission requirements. In no event shall an RFP specify a deadline for submitting Proposal deposits that is more than thirty (30) Calendar Days prior to the Proposal Submission Deadline. Only one (1) proposal deposit is required for each Proposal, regardless of the number of RFP Respondents and Proposal Participants involved with the Proposal. In the event that an RFP Responder submits an initial deposit for a Proposal before the Proposal Submission Deadline specified in an RFP but does not submit the corresponding Proposal for such RFP by the Proposal Submission Deadline, the Transmission Provider shall refund the full amount of such deposit within thirty (30) Calendar Days after the Proposal Submission Deadline. Each deposit submitted to the Transmission Provider will be held in an interest-bearing account.

VIII.D.3. RFP Administration and Proposal Evaluation Expenses:

RFP Respondents shall, on a *pro rata* basis, be responsible for paying the actual costs incurred by the Transmission Provider, including the costs of the expert consultant(s) engaged to assist the Transmission Provider, in administering the Competitive Developer Selection Process for the specific RFP that the RFP Respondent(s) responded to through its Proposal submission. The Transmission Provider

will track all costs, including the Transmission Provider's time and the costs of the expert consultant(s), in administering the Competitive Developer Selection Process for each specific RFP.

The Transmission Provider shall evaluate all Proposals submitted in response to a specific RFP together and apply each of their respective proposal deposits equally to the cost of administering the Competitive Developer Selection Process for that specific RFP, except for Proposals that were found to be deficient by the Transmission Provider and were refunded 90% of the proposal deposit under Section VIII.D.10 of Attachment FF of the Tariff. Any shortfall will be billed by the Transmission Provider on a *pro rata* basis to each Proposal submitted in response to the RFP. Each respective RFP Respondent(s) is responsible for paying the *pro rata* share allocated to its Proposal(s) within thirty (30) Calendar Days of receiving notice of such shortfall. If a RFP Respondent fails to pay the expenses allocated to any of the Proposals it submitted within sixty (60) Calendar Days of the monthly invoice remittance date, those Proposals shall be disqualified from further consideration and evaluation by the Transmission Provider. Furthermore, the RFP Respondent may lose its Qualified Transmission Developer designation at the sole discretion of the Transmission Provider as they are no longer in good standing with the Transmission Provider pursuant to Section VIII.B.4.a of Attachment FF of the Tariff.

Any funds remaining after the Transmission Provider has completed the Competitive Developer Selection Process, including the issuance of refunds to Proposals that were withdrawn pursuant to Section VIII.D.8 of Attachment FF of the Tariff or deemed deficient pursuant to Section VIII.D.10 of Attachment FF of the Tariff, will be

refunded by the Transmission Provider on a *pro rata* basis to each Proposal within seventy-five (75) Calendar Days following the designation of the Selected Proposal, including any interest actually earned on such deposits.

VIII.D.4. Proposal Submission Format:

Proposals shall be submitted to the Transmission Provider prior to the Proposal Submission Deadline. Proposals shall be submitted to the Transmission Provider in accordance with the requirements specified in the RFP and Business Practices Manuals (e.g. the location, format, number of copies, use of submission templates, etc.). Proposals may be submitted in one of two different forms: (i) a Single-Developer Proposal; or (ii) a Joint-Developer Proposal. The Transmission Provider may provide template(s) for Proposal submissions and, if provided, RFP Respondents shall utilize the template(s) in submitting their Proposals. Any questions or inquiries regarding an issued RFP from the date the RFP was issued through the date that the selection report for the Competitive Transmission Project is publicly posted shall be solely directed to the Transmission Provider through the contacts listed in the RFP and not to the interconnecting incumbent Member(s).

VIII.D.4.1. Single-Developer Proposal:

A Single-Developer Proposal is a Proposal submitted by a single RFP Respondent that would become the sole Selected Developer for the Competitive Transmission Project, should its Single-Developer Proposal be designated as the Selected Proposal by the Transmission Provider.

VIII.D.4.2. Joint-Developer Proposal:

A Joint-Developer Proposal is a Proposal submitted jointly by two or more RFP Respondents that would each be designated as Selected Developers for the Competitive Transmission Project, should the Joint-Developer Proposal be designated as the Selected Proposal by the Transmission Provider. The Joint-Developer Proposal shall only be submitted once to the Transmission Provider by one of the RFP Respondents. Each RFP Respondent of a Joint-Developer Proposal shall either: (i) acknowledge and agree to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal; or (ii) clearly specify the aspects of the Competitive Transmission Project that each RFP Respondent will be solely liable, such that all aspects of the submitted Joint-Developer Proposal are accounted for. If at least one of the RFP Respondents does not commit to being jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, the existence of any grounds that would trigger Variance Analysis, including default and termination of the Selected Developer Agreement, with respect to any one RFP Respondent shall trigger Variance Analysis of the entire Joint-Developer Proposal, pursuant to Attachment FF Section IX of the Tariff.

VIII.D.4.3. Proposal Participants:

RFP Respondents may convey an interest of the Competitive Transmission Project to one or more Proposal Participant(s) at any time, provided however that (i) the RFP Respondent(s) identified and disclosed in its Proposal the Proposal Participants to which an interest will be conveyed; (ii) RFP

Respondent(s) convey such an interest on substantially the same terms as disclosed in the Proposal; (iii) the Aggregate ATRR for the Competitive Transmission Project shall not exceed the Aggregate ATRR contained in the Proposal; (iv) each RFP Respondent and each Proposal Participant to which an interest will be conveyed has each provided a written agreement committing to any applicable cost-containment measures contained in the Proposal; (v) each RFP Respondent and each identified Proposal Participant has each executed the ISO Agreement, to the extent that the entity is not already a Member, but no later than the date the Competitive Transmission Facilities are energized; and (vi) each RFP Respondent and each identified Proposal Participant has listed the Competitive Transmission Facilities for which it owns or has been conveyed an ownership interest in Appendix H of the ISO Agreement (i.e. the list of transmission facilities transferred to MISO's functional control for the purposes of planning and operation). If a Proposal identifies one or more Proposal Participants, the RFP Respondent(s) that convey such an interest shall acknowledge and agree to be responsible for all aspects of the Competitive Transmission Project, notwithstanding any default of any Proposal Participant's obligations, whether identified in the Proposal or under any contractual agreement(s) between the Proposal Participant and the respective RFP Respondent(s). Except as provided in Section VIII.D.5 of Attachment FF of the Tariff, the Transmission Provider shall only evaluate the capabilities and resources of the RFP Respondent(s) when evaluating a Proposal.

VIII.D.5. Proposal Content Requirements:

Each Proposal shall include all data and information required by the RFP, applicable Business Practices Manuals, and Tariff including, but not limited to, the items specified below in Section VIII.D.5 of Attachment FF of the Tariff. RFP Respondents may include additional data and information in the Proposal if they believe it is relevant and useful to the evaluation of their Proposal. If and to the extent RFP Respondents are utilizing any resources, capabilities, or competencies from an Affiliate, those resources, capabilities, or competencies shall be clearly identified in the Proposal and the RFP Respondent shall submit an "Acknowledgement of Support" signed by an authorized agent of the Affiliate expected to provide such support and the RFP Respondent. An "Acknowledgement of Support" may also be provided, but is not required, from any other entity on which RFP Respondent(s) intends to rely for such support.

VIII.D.5.1. General Proposal Information:

VIII.D.5.1.1. Identification of RFP Respondents:

Each Proposal shall clearly identify each RFP Respondent involved in the Proposal and identify a primary and secondary point of contact for the Proposal that will represent the RFP Respondent(s) in any communications and actions with the Transmission Provider.

Each Joint-Developer Proposal shall clearly and specifically identify each RFP Respondent's respective roles and responsibilities (including the respective percentage of responsibility) to finance, construct, implement, own, operate, maintain, repair, and restore the Competitive Transmission Project in such a

manner that one hundred percent (100%) of the responsibilities are identified and disclosed in the Proposal. Any agreements between or among the RFP Respondents governing the division of roles and responsibilities shall also be submitted with the Proposal

Furthermore, each RFP Respondent involved in a Joint-Developer Proposal shall include either: (i) an agreement to be jointly and severally liable for all aspects of the Joint-Developer Proposal; or (ii) clearly specify the aspects of the Competitive Transmission Project that each RFP Respondent will be solely liable, such that all aspects of the submitted Joint-Developer Proposal are accounted for. If at least one of the RFP Respondents does not commit to being jointly and severally liable for all aspects of the Joint-Developer Proposal, the existence of any grounds that would trigger Variance Analysis, including default and termination of the Selected Developer Agreement, with respect to any one RFP Respondent shall trigger Variance Analysis of the entire Joint-Developer Proposal, pursuant to Attachment FF Section IX of the Tariff.

VIII.D.5.1.2. Identification of Proposal Participants:

Each Proposal shall clearly identify whether the RFP Respondent(s) plan to convey an interest of the Competitive Transmission Project to one or more Proposal Participant(s). If a RFP Respondent contemplates any conveyance of interest of the Competitive Transmission Project to one or more Proposal Participant(s), it shall clearly and specifically (i) identify each Proposal Participant in the Proposal; (ii) identify the type and amount of any conveyed

interest in the Proposal; (iii) provide any agreements between or among the RFP Respondent and the Proposal Participants regarding the conveyed interest in the Competitive Transmission Project; (iv) disclose the expected timing of any such transfer of ownership or interest; (v) provide a written agreement from the RFP Respondent and each Proposal Participant to execute the ISO Agreement, to the extent that the entity is not already a Member, but no later than the date the Competitive Transmission Facilities are energized, should the Transmission Provider designate the proposal as the Selected Proposal; and (vi) the RFP Respondent's written agreement to be responsible for all aspects of the Competitive Transmission Project notwithstanding, any default of any Proposal Participant's obligations, whether identified in the Proposal or under any contractual agreement(s) between the Proposal Participant and the respective RFP Respondent(s).

VIII.D.5.2. Project Implementation Schedule:

Each Proposal shall contain a detailed project implementation schedule, driven by the required in-service date, for each Competitive Transmission Facility contained in the Competitive Transmission Project which shall include proposed schedules for route and site evaluation, regulatory permitting, land acquisition, engineering and design, land surveying, material procurement, construction, and commissioning/energization for all Competitive Transmission Facilities.

VIII.D.5.3. Project Cost Estimate:

Each Proposal shall contain a detailed project cost-estimate, based upon the

reasonably descriptive facility design submitted in the Proposal, for each Competitive Transmission Facility in the Competitive Transmission Project. The cost-estimates developed by the Transmission Provider during the transmission planning process and utilized for project approval should be considered by RFP Respondents for informational purposes only and are not guaranteed to be accurate or complete in all respects. RFP Respondents shall create and rely on their own cost calculations when submitting Proposals. To the extent that any RFP Respondent or Proposal Participant identified in a Proposal, or an Affiliate of either, has not committed to forego recovery of such costs, the project cost estimate shall include:

(i) all costs to develop the Proposal, including any costs of participating in the planning process and Competitive Developer Selection Process for the Competitive Transmission Project for which recovery may be sought. To the extent that a RFP Respondent submits more than one Proposal for a Competitive Transmission Project, such cost estimate shall state all costs for which recovery may be sought if any of the Proposals submitted by such RFP Respondent for the Competitive Transmission Project is selected as the Selected Proposal; and

(ii) any other pre-commercial expense for which a RFP Respondent or Proposal Participant identified in a Proposal, or an Affiliate of either, may seek recovery if the Proposal is selected as the Selected Proposal.

VIII.D.5.4. Estimated Annual Transmission Revenue Requirements:

Each Proposal shall contain separate estimated annual transmission revenue requirements for each RFP Respondent and Proposal Participant involved with the

Proposal beginning in the year costs would first be recovered under Attachment O and either Attachment MM or Attachment GG (including any incentives, such as to collect Construction Work In Progress ("CWIP") in ratebase or pass-through pre-commercial expenses on a current basis), through the first forty (40) calendar years that the Competitive Transmission Facilities included in the Competitive Transmission Project will be in service, in accordance with Attachment MM of the Tariff for Multi-Value Projects and Attachment GG of the Tariff for Market Efficiency Projects, including the supporting detail on the annual allocation factors for operations and maintenance, general and common depreciation expense, taxes other than income taxes, income taxes, and return used to estimate the annual revenue requirements.

If the Proposal involves more than one RFP Respondent or any Proposal Participants, the Proposal shall also include an estimated Aggregate ATRR beginning in the year costs would first be recovered under Attachment O and either Attachment MM or Attachment GG (including any incentives, such as to collect CWIP in ratebase or pass-through pre-commercial expenses on a current basis), through for the first forty (40) years the Competitive Transmission Facilities included in the Competitive Transmission Project will be in service representing the combined effect of each RFP Respondents' and Proposal Participants' individual annual transmission revenue requirements.

VIII.D.5.5. Binding Cost-Containment:

Each Proposal shall contain information and details regarding any binding cost-containment measures, including any binding cost caps, that may be offered as part of the Proposal. If any binding cost-containment measures are submitted as part of the

Proposal, each RFP Respondent and Proposal Participant submitting such binding cost-containment measures shall also provide a draft term sheet or agreement that clearly describes in detail the nature of the cost-containment measures being proposed, including all exclusions, exceptions, conditions, enforcement mechanisms, interaction with change orders, and such other information as is specified in the applicable Business Practices Manuals, as part of the Proposal submittal.

VIII.D.5.6. Financial Information:

Each Proposal shall include a detailed financing plan for the Competitive Transmission Project. The financing plan shall conform to the format(s) specified in an RFP and must contain information pertaining to the following elements, if applicable, as further explained in the applicable Business Practices Manuals:

1) A description of capital resources available to fund Competitive Transmission Project implementation costs, which demonstrate that the RFP Respondent(s) can procure capital to fund at least one hundred percent (100%) of expected project implementation costs, including any contingencies projected by the RFP Respondent(s) to show an ability to cover risks associated with foreseeable cost overruns.

   For each funding source the RFP Respondent(s) shall provide a description of how much capital is available, when the funds will be obtained, and what conditions must to be met to secure the funds. At a minimum, the RFP Respondent(s) shall identify each funding source by type with a brief description and state the costs for each funding sources. If the cost of funds information is

not known at the time the RFP Response is submitted, the RFP Respondent(s) may submit a range or estimate and describe the limitations that prevent this information from being provided.

2) An exhibit or a high-level narrative description of the expected cash flows between the RFP Respondent(s) and the funding sources sufficient to explain the timing, form and volume of cash flows expected between each RFP Respondent and the identified funding sources.

3) An overview schedule of significant expenditures for project implementation sufficient to demonstrate that funds will be available when needed for significant expenditures.

4) A description of immediately available funds, that the RFP Respondent(s) shall have access to in order to address unforeseen contingencies that arise during project implementation.

5) Information describing the RFP Respondent's plan to obtain Project Financial Security within the timeframe required by the Selected Developer Agreement in sufficient detail to demonstrate that the RFP Respondent(s) reasonably expect(s) to be able to satisfy this requirement if selected as the Selected Developer.

6) In the event that a RFP Respondent intends to rely on personnel, material, technical, financial, and/or other resources from an Affiliate in its Proposal, the RFP Respondent shall provide an Acknowledgment of Support executed by such Affiliate, which lists the personnel, material, technical, financial, and/or other resources that the RFP Respondent(s) desire(s) the Transmission Provider to

consider in evaluating the Proposal to demonstrate that such Affiliate is aware of the RFP Respondent's reliance on such Affiliate's resources and will make such resources available if the RFP Respondent's Proposal is selected.

7) The credit ratings, if applicable, of the RFP Respondent and any Affiliate providing financial support pursuant to an Acknowledgment of Support and general financial information including audited financial statements and notes for the RFP Respondent and any parent or Affiliate providing financial support pursuant to an Acknowledgment of Support, as well as *pro forma* financial statements for each calendar year until the RFP Respondent(s) expect(s) to place all project facilities into service.

8) The RFP Respondent's financial strategy to facilitate timely replacements and rebuilds for the life of the project to demonstrate that it reasonably can be relied upon to address catastrophic destruction and normal wear and tear.

VIII.D.5.7. Reasonably Descriptive Design:

Each Proposal shall contain a reasonably descriptive facility design for each Competitive Transmission Facility included in the Competitive Transmission Project. Reasonably descriptive facility designs represent descriptions of the core attributes and features of a design, not the detailed engineering and design calculations and documents.

VIII.D.5.7.1. Design for Competitive Transmission Line Facilities:

For each Competitive Transmission Line Facility, reasonably descriptive facility design proposals must include, if applicable, and as further described by the applicable RFP, the following:

(a) The estimated length of the Competitive Transmission Line Facility in miles and the basis for the estimate;

(b) The proposed conductor type, size, and, if applicable, bundling configuration;

(c) The proposed default or typical structure design attribute(s) (*e.g.*, steel vs. wood vs. aluminum vs. concrete, monopole vs. H-frame vs. lattice, single circuit vs. double circuit, self-supporting vs. guyed, structural calculation assumptions, etc.) to be used for tangent, running angle, in-line dead-end, and angle dead-end structures when feasible and/or for the majority of the Competitive Transmission Line Facilities;

(d) The estimated positive sequence line impedance and pi-equivalent shunt susceptance;

(e) The calculated normal and emergency seasonal thermal loading ratings, including the basis for such calculations;

(f) The proposed type of lightning protection system to be used when feasible and/or for the majority of the Competitive Transmission Line Facilities (*e.g.*, shield wires vs. surge arresters, etc.) and key attributes (*e.g.*, shielding angle, arrester location and type, etc.);

(g) The proposed grounding method to be used when feasible and/or for the majority of the Competitive Transmission Line Facilities

(*e.g.*, ground rods only, counterpoise, etc.) and key attributes (*e.g.*, targeted structure footing grounding resistance, etc.);

(h) The proposed method to address or mitigate adverse impacts of galloping conductors and/or Aeolian vibration, if any (*e.g.*, Stockbridge dampers, special conductors, etc.);

(i) The continuous rating of any load carrying switchgear installed on the Competitive Transmission Line Facilities; and

(j) The assumed communications systems to be used for the Competitive Transmission Line Facilities to facilitate protective relaying (*e.g.*, fiber optic, power line carrier, microwave, etc.).

VIII.D.5.7.2. Design for Competitive Substation Facilities:

For each Competitive Substation Facility, reasonably descriptive facility design proposals shall include, if applicable, and as further described, by the applicable RFP, the following:

(a) A detailed one-line diagram;

(b) The proposed protection systems including protection schemes, any anticipated interaction with existing/other facilities and conceptual protection system design (including backup protection systems, if applicable). Remote system monitoring capability shall be described with major features listed (redundancy, monitored parameters, etc.);

(c) The detailed specifications for proposed power transformers;

(d) A description of other substation equipment items, including load ratings, voltage ratings, fault interrupting ratings, tap data, and impedances as applicable, where other substation equipment includes, but is not limited to, bus sections, circuit breakers, circuit switchers, switches, disconnects, regulating transformers, station service transformers, series and shunt capacitors, series and shunt reactors, static VAR compensators, DC conversion equipment, instrument transformers (metering and relaying), wave traps, and surge arresters;

(e) The proposed line terminal ratings and basis for calculation, including limiting element;

(f) The basis for load rating calculations on any equipment where nameplate continuous ratings are not used; and

(g) A description of the communication system for remote monitoring, control and data acquisition facilities, including monitoring and control points.

VIII.D.5.7.3. Additional reasonably descriptive facility design data:

An RFP may require submission of additional facility design data when deemed necessary by the Transmission Provider. Proposals may also include additional facility data when deemed necessary by RFP Respondents, including but not limited to, optional facility design data listed in the Business Practices Manuals, which may be considered by the Transmission Provider in the

evaluation and selection of Proposals.

VIII.D.5.8. Project Implementation:

Each Proposal shall contain a description of existing and/or planned project implementation capabilities, relative to the applicable locations and jurisdictions where the Competitive Transmission Facilities will be located, to be used by the RFP Respondent(s) to perform the following tasks, as applicable and as further described in the applicable RFP:

(a) Project management;

(b) Routing/siting evaluation studies for Competitive Transmission Facilities;

(c) Regulatory permitting;

(d) Right-of-way and land acquisition for Competitive Transmission Facilities;

(e) Engineering and surveying required for Competitive Transmission Facilities;

(f) Material procurement for Competitive Transmission Facilities;

(g) Construction of Competitive Transmission Facilities;

(h) Commissioning/energization of Competitive Transmission Facilities; and

(i) Safety during construction of the Competitive Transmission Facilities.

VIII.D.5.8.1. Additional Project Implementation Capabilities Data:

A RFP may require the submission of additional data, when deemed necessary by the Transmission Provider, related to the policies, processes, methods, capabilities, experience, and past performance the RFP Respondent(s)

Proposals may also include additional information regarding project implementation capabilities when deemed necessary by RFP Respondents, including but not limited to, existing capabilities and past experience regarding project implementation, which may be considered by the Transmission Provider in the evaluation and selection of Proposals.

VIII.D.5.9. Operations and Maintenance:

Each Proposal shall contain a description of existing and/or planned operations, maintenance, repair, and replacement capabilities, relative to the locations and applicable jurisdictions where the Competitive Transmission Facilities will be located, to be used by the RFP Respondent(s) to perform the following tasks, as applicable and as further described in the RFP:

(a) Forced outage response for transmission line circuits and substations;

(b) Switching for transmission line circuits and substations;

(c) Emergency repair and testing for transmission line circuits and substations;

(d) Preventative and/or predictive maintenance for transmission line circuits and substations, including vegetation management and equipment testing;

(e) Maintenance and management of spare parts, spare structures, and/or spare equipment inventories for substations and/or transmission lines, including description of any agreements to share spare equipment, spare parts, and/or spare structures with other transmission entities;

(f) Real-time operations monitoring and control capabilities, if the Competitive Transmission Project contains one or more Competitive Substation Facilities;

(g) Major facility replacements or rebuilds required as a result of catastrophic destruction or natural aging through normal wear and tear, including financial strategy to facilitate timely replacements and/or rebuilds; and

(h) Safety during operations and maintenance of the Competitive Transmission Facilities.

VIII.D.5.9.1. Local Balancing Authority:

Each Proposal shall contain a description regarding the RFP Respondent's plan for incorporating the Competitive Transmission Facilities into a Local Balancing Authority Area.

VIII.D.5.9.2. Other Operations and Maintenance Capabilities Data:

A RFP may require the submission of additional data related to the policies, processes, methods, capabilities, experience, and past performance of the RFP Respondents regarding operations, maintenance, repair, and replacement when deemed necessary by the Transmission Provider.

Proposals may also include additional information regarding operations, maintenance, repair, and replacement capabilities when deemed necessary by RFP Respondents, including but not limited to, existing capabilities and past experience regarding operations, maintenance, repair and replacement, which may

be considered by the Transmission Provider in the evaluation and selection of Proposals.

VIII.D.5.10. Participation in the Transmission Planning Process:

While not required, RFP Respondents and Proposal Participants who desire to have such participation considered in the evaluation of their Proposal shall state whether any RFP Respondent or Proposal Participant, or Affiliate of either, was identified by the Transmission Provider eligible to receive planning participation credit for such Competitive Transmission Project for which the Proposal is submitted. Any Proposal stating that an Affiliate of a RFP Respondent or Proposal Participant earned the planning participation credit shall also identify and describe the relationship between the RFP Respondent or Proposal Participant to the Affiliate.

VIII.D.5.11. Disclosure of Assignments or Potential Assignments:

Proposals shall include a declaration stating whether or not the RFP Respondent(s) will seek to assign the Competitive Transmission Facilities, Competitive Transmission Project, or Selected Developer Agreement pursuant to Article 14 of the *pro forma* Selected Developer Agreement. For all proposed assignments except assignments to Project Finance Entities pursuant to Article 14.4 of the Selected Developer Agreement, such declaration shall include the identity of the proposed assignee(s) and the material terms, including timing, of such proposed assignment. If such assignment is conditioned on the occurrence of future events, then a statement of the conditions under which the assignment would occur and their anticipated timing shall be included. If an assignment

is contemplated to an Affiliate that does not yet exist, then a description of the relationship that the RFP Respondent and such future Affiliate will have at the time of assignment and any commitments that the RFP Respondent intends to make to support the Affiliate shall constitute a sufficient identification of the intended assignee.

VIII.D.5.12. Proposal Attestation:

Each RFP Respondent shall include an affidavit as part of the Proposal submission, signed by an officer of its organization, attesting that: (i) it understands that the Transmission Provider's evaluation of Proposals and designation of a Selected Proposal is governed by the Tariff and the Business Practices Manuals; (ii) it agrees to be bound by the Tariff and to follow the applicable Business Practices Manuals; (iii) it has submitted the Proposal in good faith; (iv) the information submitted by the organization in the Proposal is true to the best of the RFP Respondent's knowledge and belief; (v) it has complied with all Applicable Laws, and Regulations and Good Utility Practice in preparing the Proposal; and (vi) if selected, the Respondent agrees to be bound by its Proposal. Furthermore, each Proposal Participant shall include an affidavit as part of the Proposal signed by an officer of its organization attesting that: (i) the Aggregate ATRR for the Competitive Transmission Project and any required financial information about the Proposal Participant and its inputs into the Aggregate ATRR that has been submitted by the organization is true to the best of the Proposal Participant's knowledge and belief; (ii) that Proposal Participant agrees to be bound by any applicable cost containment measure and (iii) either (a) that it agrees to execute the ISO Agreement and identify the Competitive Transmission Facilities associated with the Competitive Transmission

Project in Appendix H of the ISO Agreement prior to closing on its conveyed interest should the Transmission Provider designate the Proposal as the Selected Proposal; or (b) prior to such closing it will demonstrate that it has already executed the ISO Agreement and it agrees to identify the Competitive Transmission Facilities associated with the Competitive Transmission Project in Appendix H of the ISO Agreement.

VIII.D.6. Additional Data Requests:

If, during the evaluation of Proposals, the Transmission Provider determines that additional information is required to evaluate the Proposals, the Transmission Provider will request, in writing, the additional data from all RFP Respondents, along with the timeframe that this data must be submitted. If the additional data is not submitted within the specified timeframe, the Proposal be deemed invalid and will not be evaluated or considered further by the Transmission Provider. This timeframe shall not be less than ten (10) Business Days from when the Transmission Provider issues the additional data request. This data request will not extend the evaluation timeframe defined in Section VIII.E.2 of Attachment FF of the Tariff.

VIII.D.7. Proposal Clarifications and Corrections:

The Transmission Provider will have the right, but not the obligation, during the Competitive Developer Selection Process described in Section VIII of Attachment FF of the Tariff, to request a RFP Respondent(s) to provide clarifications, corrections, or further supporting information to its submitted Proposal(s), along with the timeframe that a response must be submitted. The RFP Respondent(s) shall be responsible for any clarifications, corrections, or further supporting information the Transmission Provider

requires that relates to the Proposal Participants. In the event the RFP Respondent agrees to provide said clarification(s), corrections, or further supporting information, the RFP Respondent shall provide these within the time set forth by the Transmission Provider which shall be no less than ten (10) Business Days of the Transmission Provider's request. If the Transmission Provider accepts the RFP Respondent's clarification(s), corrections, or further supporting information. These shall immediately become a part of the submitted Proposal; or upon the Transmission Provider's request, the RFP Respondent shall immediately update its Proposal to reflect the accepted clarification(s), corrections, or further supporting information. In the event that the RFP Respondent declines to provide the requested clarification(s), corrections, or further supporting information, the Transmission Provider shall evaluate the Proposal as submitted.

VIII.D.8. Withdrawing Submitted Proposals:

Prior to the Proposal Submission Deadline, a RFP Respondent may withdraw a Proposal that was submitted to the Transmission Provider by informing the Transmission Provider as soon as practical in writing. Any deposits submitted to the Transmission Providers associated with the withdrawn Proposal will be returned in full and the withdrawn Proposal will not be considered or evaluated by the Transmission Provider.

A RFP Respondent may withdraw its submitted Proposal after the Proposal Submission Deadline by informing the Transmission Provider in writing, as soon as practical, but no later than such time that the Transmission Provider publicly announces the Selected Proposal for the RFP. Upon receiving a withdrawal notification, the Transmission Provider will stop its evaluation and consideration of the Proposal. A

withdrawn Proposal will not relieve the RFP Respondent from its obligations for the *pro rata* costs associated with the full evaluation period nor will the RFP Respondent be afforded any refund other than those funds remaining once the Competitive Developer Selection Process has been completed for the RFP.

VIII.D.9. Confidential Treatment of Proposals:

The Transmission Provider will treat information and documents, or portions of documents, received from RFP Respondents and/or Proposal Participants, whether received as Part of a Proposal, a response to a request for clarification or additional information pursuant to Sections VIII.D.6 and VIII.D.7 of this Attachment FF, or otherwise, as either Project confidential information pursuant to Section VIII.D.9.a, or non-confidential information pursuant to Section VIII.D.9.b, as set forth below.

VIII.D.9.a Confidential Information:

Except as provided in Section VIII.D.9.d, the Transmission Provider will not, without the prior written consent of the respective RFP Respondent and/or the Proposal Participant, publicly disclose or share any of the following confidential information with any individual except for employees of the Transmission Provider or an independent contractor of the Transmission Provider who require access to such information to perform their duties and have executed the Transmission Provider's non-disclosure and/or CEII agreement:

(i) All detailed breakdowns of costs, including but not limited to, the itemized costs for labor and materials;

(ii) All details of an RFP Respondent and/or Proposal Participant's financing arrangements;

(iii) All detailed design, routing, siting, or specialty construction techniques; and

(iv) Any other information or portions of documents that are clearly labeled and specifically designated as "CONFIDENTIAL," except for: (1) the items specified in Section VIII.D.9.b of this Attachment FF; and (2) information and/or items which the Transmission Provider is otherwise required, or explicitly authorized by another provision of the Tariff, to make publicly available.

VIII.D.9.b Non-Confidential Information:

The following categories of information shall not be considered confidential or maintained as Confidential Information:

(i) The identity of RFP Respondents and Proposal Participants;

(ii) The high-level design for Competitive Transmission Facilities;

(iii) The total estimated cost of the Competitive Transmission Project;

(iv) The estimated forty (40) year Annual Transmission Revenue Requirement ("ATRR");

(v) Information relating to any cost-containment measures, and rate-incentives;

(vi) Information regarding the proposed in-service dates of the Competitive Transmission Facilities;

(vii) The final evaluation score assigned to each Proposal, with the names of the RFP Respondents and Proposal Participants redacted or masked;

(viii) All timetables and milestones agreed to between a Selected Developer(s) and the Transmission Provider in the Selected Developer Agreement;

(ix) All publicly available information;

(x) Any information for which a RFP Respondent or Proposal Participant has provided consent to release; and

(xi) Any information the Transmission Provider is required to make publicly available pursuant to Section VIII.D.9.d of this Attachment FF.

VIII.D.9.c Use of Non-Confidential Information–Post-Evaluation Report:

The Transmission Provider may use the non-confidential information of RFP Respondents and Proposal Participants to prepare the public post-evaluation selection report for a Competitive Transmission Project required by Section VIII.E.2 of this Attachment FF as is reasonably necessary to explain the basis for the Transmission Provider's selection of a Selected Developer. In all cases, the Confidential Information and non-confidential information that was not disclosed in the post-evaluation selection report or the publicly posted version of the Selected Developer Agreement shall not otherwise be disclosed by the Transmission Provider except as required by Section VIII.D.9.d of this Attachment FF.

i. Use of Selected Developer Non-Confidential Information

The Transmission Provider may use the non-confidential information of the RFP Respondent(s) and Proposal Participants whose Proposal is selected to prepare: (1) appendices for a Selected Developer Agreement memorializing the commitments and salient features of the Selected Proposal; and (2) a post-evaluation selection report that

explains the basis for the Transmission Provider's selection of the Selected Proposal pursuant to the comparative analysis required by Sections VIII.E, VIII.E.1, VIII.E.1.1, VIII.E.1.2, VIII.E.1.3, and VIII.E.1.4 of this Attachment FF to the Tariff. The Transmission Provider may use such information to the extent reasonably necessary to explain why the selection of the Selected Proposal is proper based on the comparative analysis required by the Tariff, including discussions of features of the Selected Proposal that the Transmission Provider determined to be important in selecting the Selected Proposal.

ii. Use of Non-Confidential Information of RFP Respondents and Proposal Participants whose Proposals are Not Selected

The Transmission Provider may disclose the non-confidential information of RFP Respondents and Proposal Participants whose Proposals were not selected as the Selected Proposal only to the extent reasonably necessary to explain why the selection of the Selected Proposal is proper based on the comparative analysis required by Sections VIII.E, VIII.E.1, VIII.E.1.1, VIII.E.1.2, VIII.E.1.3, and VIII.E.1.4 of this Attachment FF to the Tariff. The Transmission Provider may disclose the non-confidential information contained in Section VIII.D.9.b(i) and VIII.D.9.b(ix)-(xi) without masking the identity(ies) of the entity(ies) to whom such non-confidential information pertains. The Transmission Provider may disclose the non-confidential information contained in Section VIII.D.9.b(ii)-(viii) for RFP Respondents and Proposal Participants whose Proposals were not selected as the Selected Proposal but must mask the identities of such parties, either through aggregation or the redacting of names, as appropriate for

comparative purposes.

VIII.D.9.d Other Disclosures of Proposal Information:

The Transmission Provider will disclose any information submitted in Proposals or in response to a request for clarifications and or additional information, whether confidential or non-confidential, that it is otherwise required by or subject to another Tariff provision, Commission rule or order, or court order, as ordered by state or federal agencies, as reasonably deemed by the Transmission Provider is required to be disclosed in connection with a dispute between the Transmission Provider and the entity or entities to which such confidential information pertains, or the defense of litigation or a dispute. In addition, the Transmission Provider may disclose confidential information contained in the Selected Proposal in filings before the Federal Energy Regulatory Commission to the extent necessary to explain or enforce commitments made in a Selected Developer Agreement provided that the Transmission Provider, consistent 18 C.F.R. Section 388.112, requests that that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure.

The Transmission Provider may disclose confidential or non-confidential information submitted in Proposals or in response to a request for clarifications and/or additional information to Federal Energy Regulatory Commission staff to the extent necessary to discuss the Transmission Provider's implementation of the Competitive Developer Selection Process without first obtaining an order provided that the Transmission Provider: (1) clearly communicates the confidential nature of the information shared; and (2) consistent with 18 C.F.R. Section 388.112, requests that the

information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure.

VIII.D.10. Proposal Validation – Review for Completeness:

The Transmission Provider will review each submitted Proposal for completeness and validate whether the RFP Respondent(s) is/are listed as a Qualified Transmission Developer. Within thirty (30) Calendar Days of the Proposal Submission Deadline, the Transmission Provider will notify each RFP Respondent if the Transmission Provider identifies that their Proposal is incomplete. Except when any of the RFP Respondents involved in a Proposal were not listed as a Qualified Transmission Developer on the date the Proposal was submitted, the RFP Respondent(s) will have a single Proposal Cure Period set for by the Transmission Provider of not less than ten (10) Business Days from the date of such notification to submit the requested information to cure any deficiencies in their Proposal. Proposals that are not complete at the end of the Proposal Cure Period will be deemed invalid and will not be evaluated or considered further by the Transmission Provider. Such Proposals will be refunded ninety percent (90%) of the initial proposal deposit specified in Section V.III.D.2 of Attachment FF of the Tariff, if such initial proposal deposit was submitted to the Transmission Provider. Proposals that include a RFP Respondent that was not listed as a Qualified Transmission Developer on the date the Proposal was submitted will also be deemed invalid and will not be evaluated or considered further by the Transmission Provider. The Transmission Provider will provide a written explanation to RFP Respondents identifying why the Proposal has been disqualified.

VIII.D.11. Posting List of RFP Respondents and Proposals Participants:

The Transmission Provider will post a list of the RFP Respondents and Proposal

Participants that submitted completed Proposals in response to an issued RFP on its website after the end of the Proposal Cure Period.

VIII.D.12. RFP Respondent's Qualified Transmission Developer status:

RFP Respondents are required to maintain their status as a Qualified Transmission Developer throughout the duration of the Competitive Developer Selection Process. In the event that the Transmission Provider determines that a RFP Respondent has ceased to be a Qualified Transmission Developer, the Transmission Provider shall send a written notice of such fact to the RFP Respondent, which notice shall state the reason(s) for loss of Qualified Transmission Developer status. The RFP Respondent shall have thirty (30) Calendar Days from the Transmission Provider's notification of loss of Qualified Transmission Developer status to remove the grounds for such loss of status. Any Proposal involving a RFP Respondent that ceases to be a Qualified Transmission Developer will be deemed invalid and will not be evaluated or considered further by the Transmission Provider if such failure remains uncured more than thirty (30) Calendar Days from the date of the notice to the RFP Respondent. A Proposal shall not be deemed invalid if the RFP Respondent cures the loss of Qualified Transmission Developer status within the thirty (30) Calendar Day period. If one or more RFP Respondents who have submitted a Joint-Developer Proposal pursuant to Section VIII.D.4.2 is disqualified after the cure period, the Joint-Developer Proposal shall be disqualified unless all of the RFP Respondents have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal. If all RFP Respondents submitting a Joint Developer Proposal have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, then the remaining RFP Respondents shall

assume the obligations of the RFP Respondent that has failed to cure a loss of Qualified Transmission Developer status and the Joint-Developer Proposal shall not be disqualified. The Transmission Provider will provide a written explanation to RFP Respondents identifying why the Proposal has been disqualified or, in the event that all RFP Respondents involved in a Joint-Developer Proposal have acknowledged and agreed to be jointly and severally liable for all aspects of the submitted Joint-Developer Proposal, stating that the remaining RFP Respondents must assume the obligations of the RFP Respondent that has lost its Qualified Transmission Developer status.

VIII.E. EVALUATION OF PROPOSALS

The Transmission Provider will have one hundred and sixty-five (165) Calendar Days from the Proposal Submission Deadline to evaluate all completed Proposals. Only those Proposals that were submitted prior to the Proposal Submission Deadline and cured of any deficiencies pursuant to Section VIII.D.10 of Attachment FF of the Tariff and otherwise have not been withdrawn or deemed invalid will be evaluated by the Transmission Provider based on a comparative analysis using the evaluation criteria below and as further described in the Business Practices Manuals and applicable RFP. Specific methods used to evaluate various aspects of a Proposal shall be described in the Business Practices Manuals. This comparative analysis evaluation will be conducted by Transmission Provider and/or independent consultants competent in the areas of finance, transmission facility design, transmission project implementation, and transmission operations, maintenance, repair, and replacement. In conducting the comparative analysis evaluation of Proposals, the Transmission Provider and any independent expert consultants will be overseen by the Competitive Transmission Executive

Committee, which will have the exclusive and final authority to determine Selected Proposal. The Transmission Provider may decline to accept any or all Proposals that do not meet the Tariff's requirements for the project classification in question or will not sufficiently address the Transmission Issue(s) the RFP was intended to address. If no Proposals are received from Qualified Transmission Developers or selected by the Transmission Provider, the Competitive Transmission Project may be cancelled or assigned to the applicable Member(s), as defined below:

(a) Ownership and the responsibility to construct facilities which are connected to a single Member's system belong to that Member;

(b) Ownership and the responsibilities to construct facilities which are connected between two (2) or more Members' facilities belong equally to each Member, unless such Members otherwise agree; and

(c) Ownership and the responsibility to construct facilities which are connected between a Member(s)' system and a system or systems that are not part of the Transmission Provider belong to such Members(s) unless the Member(s) and the non-Transmission Provider party or parties otherwise agree.

VIII.E.1. Proposal Evaluation Criteria:

In evaluating Proposals, the Transmission Provider will consider the following general aspects and weighting for each Competitive Transmission Project evaluated:

(a) Competitive Transmission Line Projects:

The following weights will be applied to Competitive Transmission

Projects containing only Competitive Transmission Line Facilities:

(i) Cost and reasonably descriptive facility design quality: 30%

(ii) Project implementation capabilities: 35%

(iii) Operations, maintenance, repair, and replacement capabilities: 30%

(iv) Transmission Provider planning process participations: 5%

(b) Competitive Substation Projects:

The following weights will be applied to Competitive Transmission Projects containing only Competitive Substation Facilities:

(i) Cost and reasonably descriptive facility design quality: 30%

(ii) Project implementation capabilities: 30%

(iii) Operations, maintenance, repair, and replacement capabilities: 35%

(iv) Transmission Provider planning process participations: 5%

(c) Mixed Competitive Transmission Facility Projects:

The following weights will be applied to Competitive Transmission Projects containing both Competitive Transmission Line Facilities and Competitive Substation Facilities:

(i) Cost and reasonably descriptive facility design quality: 35%

(ii) Project implementation capabilities: 30%

(iii) Operations, maintenance, repair, and replacement capabilities: 30%

(iv) Transmission Provider planning process participations: 5%

VIII.E.1.1. Cost and Reasonably Descriptive Facility Design:

When considering cost and reasonably descriptive facility design quality, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the following:

(a) Estimated project cost;

(i) Estimated project cost(s), as set forth in Section VIII.D.5.3 of this Attachment FF; and

(ii) Cost estimate rigor, which shall include financial assumptions and supporting information to clearly demonstrate a thorough analysis in support of the cost estimate.

(b) Estimated annual transmission revenue requirement:

(i) The estimated annual transmission revenue requirement(s), as described in Section VIII.D.5.4 of this Attachment FF; and

(ii) Estimated annual transmission revenue requirement rigor, which shall include financial assumptions and supporting information to clearly demonstrate a thorough analysis in

support of the estimated annual transmission revenue requirement.

(c) Cost Containment

(i) Binding cost containment measures as described in Section VIII.D.5.5 of this Attachment FF if a Proposal contains any such measures relating to the estimated project cost; and

(ii) Binding cost containment measures as described in Section VIII.D.5.5 of this Attachment FF if a Proposal contains any such measures relating to the estimated annual transmission revenue requirement(s).

(d) Electrical design:

(i) Reasonably descriptive facility electrical design quality; and

(ii) Reasonably descriptive facility electrical design rigor, which shall include facility studies performed and other specific supporting data that clearly documents and supports consideration and attention given to the proposed reasonably descriptive facility electrical designs. For reasonably descriptive facility electrical design, the Transmission Provider shall consider the items set forth in Sections VIII.D.5.7.1 through VII.D.5.7.3 of this Attachment FF, as each is applicable to the electrical design

of Competitive Transmission Facilities discussed in the Proposal.

(e) Structural design:

(i) Reasonably descriptive facility structural design quality; and

(ii) Reasonably descriptive facility structural design rigor, which shall include facility studies performed and other specific supporting data that clearly documents and supports consideration and attention given to the proposed reasonably descriptive facility structural designs. For reasonably descriptive facility structural design, the Transmission Provider shall consider the items set forth in Sections VIII.D.5.7.1 through VII.D.5.7.3 of this Attachment FF, as each is applicable to the structural design of Competitive Transmission Facilities discussed in the Proposal.

VIII.E.1.2. Project Implementation Capabilities:

When considering project implementation capabilities, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the existing and/or planned capabilities, competencies, previous applicable experience and demonstrated ability, and processes regarding the following project implementation categories relative to the locations and jurisdictions where the

Competitive Transmission Facilities associated with the Competitive Transmission Project are to be located, including:

(a) Project schedule and management:

(i) Project implementation schedule, as required by Section VIII.D.5.2 of this Attachment FF; and

(ii) Project management.

(b) Regulatory permitting, and route/site evaluation:

(i) Regulatory permitting;

(ii) Route and site evaluation; and

(iii) Right of way and land acquisition.

(c) Construction;

(i) Engineering and surveying;

(ii) Material procurement;

(iii) Facility construction; and

(iv) Final facility commissioning.

(d) Financing and capital resource plan;

(i) The information and documentation from the detailed financing plan required by Sections VIII.D.5.6(1)-(7) of this Attachment FF; and

(e) Safety, as described in Section VIII.D.5.9(h) of this Attachment FF.

VIII.E.1.3. Operations, Maintenance, Repair, and Replacement Capabilities:

When considering operations, maintenance, repair and replacement capabilities, the Transmission Provider shall evaluate, at a minimum and to the extent applicable, the existing and/or planned capabilities, competencies, and processes regarding the following operations and maintenance categories relative to the locations and jurisdictions where the Competitive Transmission Facilities associated with the Competitive Transmission Project are to be located:

(a) Normal operations:

(i) Real-time operations monitoring and control;

(ii) Switching; and

(iii) Plan for incorporating the Competitive Transmission Facilities into a Local Balancing Authority Area as required by Section VIII.D.5.9.1 of this Attachment FF.

(b) Non-normal operations:

(i) Forced outage response;

(ii) Emergency repair; and

(iii) Capabilities to perform major facility replacements or rebuilds required to restore the Competitive Transmission Facilities as a result of catastrophic destruction, as required by Section VIII.D.5.9(g) of this Attachment FF.

(c) Maintenance activities:

(i) Spare parts;

(ii) Preventative and/or predictive maintenance and testing; and

(iii) Capabilities to perform major facility replacements or rebuilds required as a result of natural aging through normal wear and tear, as required by Section VIII.D.5.9(g) of this Attachment FF.

(d) Financial capabilities and strategy

(i) Financial capabilities and strategy to facilitate major facility replacements or rebuilds required to restore the Competitive Transmission Facilities as a result of catastrophic destruction, as required by Section VIII.D.5.6(8) of this Attachment FF; and

(ii) Financial capabilities and strategy to facilitate major facility replacements or rebuilds required as a result of normal wear and tear, as required by Section VIII.D.5.6(8) of this Attachment FF.

(e) Safety, as described in Sections VIII.D.5.9(h) of this Attachment.

VIII.E.1.4. Transmission Provider Planning Process Participation:

Within thirty (30) Calendar Days after the date, the Transmission Provider Board approves an MTEP containing a Competitive Transmission Project, MISO will publicly post a list on its website identifying the entities that have meet the requirements to earn planning participation for such Competitive Transmission Project. Such determination shall be based on relevant planning studies performed by such entities and the results supplied to the Transmission Provider

during the planning process, as well as documentation of transmission project ideas submitted by such entities to the Transmission Provider to address the same Transmission Issues being addressed by the Competitive Transmission Project for which an RFP will be issued. In evaluating Proposals, the Transmission Provider shall determine whether any RFP Respondent or Proposal Participant (including Affiliates) qualified to receive such credit. Credit shall be awarded for a Proposal where any RFP Respondent or Proposal Participant named in such Proposal, or an affiliate of either, qualifies to receive such credit.

VIII.E.2. Proposal Selection and Posting Selection Report:

The Transmission Provider will post the name of the Selected Developer(s) on its website within one hundred and sixty-five (165) Calendar Days of the Proposal Submission Deadline. Upon posting of the name of the Selected Developer(s), the obligation of RFP Respondents not named as the Selected Developer or notified that they have been designated as the Alternate Selected Developer(s) pursuant to Section VIII.H of this Attachment FF to hold their Proposals open shall cease. Within thirty (30) Calendar Days after the designation of a Selected Proposal and the Selected Developer(s) for a Competitive Transmission Project, the Transmission Provider will post on its website a report in which it explains the basis for designating the Selected Proposal and Selected Developer(s) for each Competitive Transmission Project. The report will set forth the results of the comparative analysis undertaken by the Transmission Provider, the basis for Transmission Provider's decision(s), and the date(s) by which state approval(s) to construct must be achieved based upon when construction

must begin to timely meet the Transmission Issue(s) to be addressed by the Competitive Transmission Project and taking into account the project implementation schedule(s) provided by the Selected Developer(s) in its Selected Proposal.

VIII.E.3. Proposal Selection Dispute Resolution:

Any disputes regarding the developer selection will be referred to the Dispute Resolution Process under Attachment HH of this Tariff.

VIII.F. SELECTED DEVELOPER AGREEMENT

RFP Respondents identified in a Selected Proposal shall execute the *pro forma* Selected Developer Agreement, or request the submission of an unexecuted Selected Developer Agreement with the Commission, no later than sixty (60) Calendar Days after the Transmission Provider posted the name of the Selected Developer(s) on its website. Any Proposal Participant(s) identified in the Selected Proposal shall execute the Proposal Participant acknowledgement of the *pro forma* Selected Developer Agreement by the same sixty (60) Calendar Day deadline. The Selected Developer Agreement establishes the terms and conditions under which the Selected Developer will construct and implement the Competitive Transmission Facilities specified in its Selected Proposal. The Selected Developer Agreement shall be executed by the Selected Developer and the Transmission Provider, by an authorized officer or equivalent official with the authority to bind their respective organizations. The Selected Developer(s) for each Competitive Transmission Project, including where the Selected Developer is a Member, will be required to sign the Selected Developer Agreement or request it be submitted unexecuted with the Commission. All executed Selected Developer Agreements that conform to the *pro forma* template in Appendix 1 of Attachment FF of the Tariff, will be

reported to the Commission in the Transmission Provider's next Electric Quarterly Report after the executed Selected Developer Agreement becomes effective on a non-provisional basis. Any request to file the Selected Developer Agreement unexecuted shall be filed with the Commission, together with an explanation of any matters as to which the Selected Developer and the Transmission Provider disagree, as soon as practicable, but no later than fifteen (15) Calendar Days after receiving the request to file the Selected Developer Agreement unexecuted. An unexecuted Selected Developer Agreement should contain terms and conditions deemed appropriate by the Transmission Provider for the Competitive Transmission Project. If the Selected Developer and the Transmission Provider agree to proceed with design, procurement, and construction of the Competitive Transmission Project under the agreed-upon terms of the unexecuted Selected Developer Agreement, they may proceed pending Commission action.

If the Selected Developer Agreement contains information determined to be confidential pursuant to Section VIII.D.9 of Attachment FF of the Tariff, the Transmission Provider will post and/or file publicly only a redacted version of the Selected Developer Agreement.

VIII.G. OBLIGATION TO CONSTRUCT COMPETITIVE TRANSMISSION PROJECT

The Selected Developer(s) will assume the responsibility and obligation to construct the Competitive Transmission Facilities it is selected to construct. If the Selected Developer(s) is/are financially incapable of carrying out its construction responsibilities, alternate construction arrangements shall be identified. Depending on the specific circumstances, such alternate arrangements shall include solicitation of Transmission Owners to take on financial and/or construction responsibilities. If the delay in construction adversely affects the Transmission System reliability, the Transmission Provider shall coordinate with and support the affected

Transmission Owner(s) regarding any mitigation measures that may be required by the Applicable Reliability Standards.

However, in the event that a MTEP Appendix A Competitive Transmission Project approved by the Transmission Provider Board is being challenged through the Dispute Resolution process under Attachment HH of the Tariff or a court proceeding, the obligation of the Selected Developer(s) to build the specific Competitive Transmission Project (subject to required approvals) is waived until the Competitive Transmission Project emerges from the Dispute Resolution process or court proceedings as an approved Competitive Transmission Project. In the event that selection of the Selected Developer to construct a project is being challenged through the Dispute Resolution Process under Attachment HH of the Tariff, the obligation of the Selected Developer to construct the project pursuant to the Selected Developer Agreement is not waived.

VIII.H. ALTERNATE SELECTED DEVELOPER(S)

At the same time that the Transmission Provider posts the name of the Selected Developer(s) on its website, as specified in Attachment FF Section VIII.E.2, the Transmission Provider shall also notify the Alternate Selected Developer(s) that it has been selected as the Alternate Selected Developer(s). Upon this notification, each Alternate Selected Developer shall be required to hold their Proposal open for acceptance by the Transmission Provider for a period of one hundred (100) Calendar Days thereafter, unless released earlier by the Transmission Provider. The Transmission Provider shall release the Alternate Selected Developer(s) from its obligation to hold its Proposal open promptly upon the Selected Developer(s) satisfying all conditions necessary for the Selected Developer Agreement to become effective.

If a Selected Developer does not execute the Selected Developer Agreement or request that the Selected Developer Agreement be filed unexecuted, and provide the required Project Financial Security within ninety (90) Calendar Days after the Transmission Provider posted the name of the Selected Developer(s) on its website, the Transmission Provider shall proceed to designate the Alternate Selected Developer(s) as the Selected Developer(s) for the Competitive Transmission Project. Should this be required, the Transmission Provider shall notify the Alternate Selected Developer(s) and publicly announce the Alternate Selected Developer(s) as the Selected Developer(s). The Alternate Selected Developer(s) shall then be required to assume the obligations of the Selected Developer for the Competitive Transmission Project and shall have the same period of time to execute or request the unexecuted filing of the Selected Developer Agreement and provide the required Project Financial Security as the originally designated Selected Developer(s).

VIII.I OBLIGATION TO NEGOTIATE INTERCONNECTION AGREEMENTS

The Selected Developer(s) and any Transmission Owner(s) whose facilities will interconnect to the Competitive Transmission Facilities that the Selected Developer is obligated to construct shall each take commercially reasonable efforts to finalize and execute any required Transmission-to-Transmission Interconnection Agreements at least one hundred and twenty (120) calendar days before the scheduled in service date of the Competitive Transmission Project.

IX. VARIANCE ANALYSIS

After the Transmission Provider Board approves an Eligible Project for inclusion in Appendix A of the MTEP, certain circumstances or events may significantly affect the cost,

schedule, and or the ability of Selected Developers and Transmission Owners to complete and place into service the facilities comprising an Eligible Project for which they are responsible as specified in the MTEP. Under these circumstances or events, the Transmission Provider may need to perform a Variance Analysis in order to further understand the reasons for such circumstances or events and to evaluate any potential impacts that they may have on the successful completion of the Project or on the Transmission System.

IX.A. Applicability and Scope of Variance Analysis

The provisions set forth in this Section IX of Attachment FF are only applicable to Eligible Projects (and the facilities that comprise these projects) approved by the Transmission Provider Board for inclusion in Appendix A of the MTEP after December 1, 2015. These provisions become applicable upon: (i) the date the Transmission Provider Board approves the respective Eligible Project for facilities that are not Competitive Transmission Facilities; or (ii) the date the Selected Developer Agreement has been executed or filed unexecuted with the Commission for Competitive Transmission Facilities. Facilities comprising Eligible Projects shall remain subject to the provisions of Attachment FF Section IX until such facilities have been placed into service and placed under the Transmission Provider's functional control.

IX.B. Variance Analysis Governance

The Competitive Transmission Executive Committee shall have the exclusive and final authority to oversee and implement Variance Analysis, including the decision to implement any of the appropriate Variance Analysis Outcomes pursuant to Section IX.E of this Attachment FF. Such exclusive and final authority shall: (1) be subject to the Dispute Resolution provisions of Section IX.G of this Attachment FF and to Attachment HH; and (2) shall not prejudice any rights

or obligations the Transmission Provider, Selected Developer(s), and incumbent Transmission Owner(s) have to make filings before the Commission.

IX.C. Grounds for Variance Analysis

The following circumstances or events shall trigger the Transmission Provider's Variance Analysis for facilities included in an Eligible Project.

IX.C.1. Cost Increase

If the Transmission Provider determines that the estimated cost to complete an entity's portion of an approved Eligible Project (e.g. the competitively bid facilities of the Competitive Transmission Project or the facilities assigned to an incumbent Transmission Owner included in an Eligible Project(s) either has exceeded or is projected to exceed the Baseline Cost Estimate as set forth in Section IX.C.1.1 by twenty-five percent (25%)) or more, the Transmission Provider shall initiate a Variance Analysis.

The Transmission Provider will not consider any portion of cost increases under this section to the extent that the Selected Developer has agreed to internalize such costs through an accepted binding containment mechanism(s). However in the event that the accepted binding cost-containment mechanism(s) are applied and the remaining estimated cost increase still has exceeded or is projected to exceed the threshold, the Transmission Provider shall initiate a Variance Analysis.

IX.C.1.1. Baseline Cost Estimate

The Baseline Cost Estimate for an entity's portion of an Eligible

Project shall be set as follows: (i) for Competitive Transmission Facilities the Baseline Cost Estimate shall be the project cost estimate provided in the Selected Proposal as agreed to in the Selected Developer Agreement; and (ii) for the facilities assigned to an incumbent Transmission Owner included in the Eligible Project not eligible for the Competitive Transmission Process, as described in Attachment FF Section VIII.A of the Tariff, the Baseline Cost Estimate shall be the project cost estimate provided by the respective Transmission Owner through their status update provided upon achieving Milestone #2 pursuant to the Business Practices Manuals. The Baseline Cost Estimate for facilities included in an Eligible Project shall be adjusted appropriately based upon any approved change orders or as necessary based on the outcome of any Variance Analysis conducted for such facilities.

In the event that an entity's portion of an Eligible Project is reassigned pursuant to Section IX.E.3 of this Attachment FF, the Transmission Provider shall adjust the Baseline Cost Estimate to reflect the cost estimates and supporting information submitted to the Transmission Provider by the applicable Transmission Owner during Variance Analysis. The Transmission Provider shall include such information in any filing made to the Commission pursuant to Section IX.D.4.E of this Attachment FF.

IX.C.2. Schedule Delays

If the Transmission Provider determines that the in-service date of facilities included in an approved Eligible Project has been or is projected to be delayed beyond the in-service date as established in MTEP Appendix A, the Transmission Provider shall meet with the Selected Developer(s), incumbent Transmission Owner(s), if applicable, interconnecting Transmission Owner(s), and any entities responsible for facilities to which the delayed facilities interconnect to discuss whether such delay creates a significant risk of one or more NERC reliability standards violations as well as any other material issues, including service obligations, economic or public policy needs that may be jeopardized as a result of the delay. If any such issues are identified, the Transmission Provider shall, in consultation with these entities, develop a plan, as necessary, to address potential NERC reliability standards violations as well as any other issues that may be of material concern arising from the delay of the transmission facilities.

If the potential NERC reliability standards violations, or other issues of material concern, cannot be adequately addressed by the entity responsible for constructing the delayed facilities, the Transmission Provider will take appropriate action; including but not limited to, determining that Reassignment is necessary to complete the transmission solution as set forth in Section IX.E.3 of this Attachment FF.

IX.C.3. Default under the Selected Developer Agreement

If the Transmission Provider determines that a Selected Developer is in

Default under a Selected Developer Agreement for an Eligible Project pursuant to the terms thereof.

IX.C.4 Inability to Complete Facilities

If the Transmission Provider makes a determination that a Selected Developer or an incumbent Transmission Owner will be unable to complete facilities for which it has been designated to construct; where such determination may be based on, but is not limited to the following:

a. A Selected Developer's or an incumbent Transmission Owner's inability to secure necessary approvals, permits, certificates, financing, resources, needed expertise and/or third party support identified in the Selected Proposal, property rights, rights of way, or is otherwise unable or unlikely to construct the facilities;

b. A Selected Developer's or an incumbent Transmission Owner's notification to the Transmission Provider that it is unable or unwilling to proceed with construction of its facilities for which it has been designated to construct;

c. A Selected Developer or an incumbent Transmission Owner's abandonment of the facilities it has been designated to construct;

d. A determination by the Transmission Provider that a Selected Developer is no longer a Qualified Transmission Developer; and

e. A determination by the Transmission Provider that reassignment is necessary pursuant to Section IX.E.3 of this Attachment FF.

In selecting the appropriate Variance Analysis Outcome to apply where the Transmission Provider has determined that a Selected Developer or an incumbent Transmission Owner will be unable to complete the facilities for which it has been designated to construct, the Transmission Provider will consider, but is not limited to considering the following, in addition to the general factors set forth in Section IX.D.2.1:

(i) The reasons that the Selected Developer or the Transmission Owner was unable or was unlikely to construct the facilities;

(ii) Whether the facilities are still needed;

(iii) Whether a Mitigation Plan, as further described in Section IX.E.2 of this Attachment FF, is available that could remedy the ground(s) for Variance Analysis, including consideration of the extent to which it will cost; and

(iv) Whether reassignment, as further described in Section IX.E.3 of this Attachment FF, is available, including the impacts of reassigning the facilities to another entity.

IX.C.5 Undisclosed Assignments

If the Transmission Provider determines that the Selected Developer has assigned the Competitive Transmission Facilities, Competitive Transmission Project, or Selected Developer Agreement to an entity not disclosed in its Proposal as required by Section VIII.D.5.12 or on terms materially different than those disclosed in the Proposal, except for assignments to a Project Finance Entity pursuant to Article 14.4 of the Selected Developer Agreement.

IX.D. Variance Analysis Procedure

Variance Analysis shall commence when the Transmission Provider makes an initial determination that one or more of the grounds for Variance Analysis as described in Section IX.C of this Attachment FF exists. The Transmission Provider will adhere to the following steps, as further detailed in the applicable Business Practices Manuals, in performing a Variance Analysis:

IX.D.1. Initial Inquiry and Confirmation of Grounds for Variance Analysis

Upon making an initial determination that one or more of the grounds for Variance Analysis as described in Section IX.C of this Attachment FF exists, the Transmission Provider shall notify the applicable Selected Developer or Transmission Owner in writing that Variance Analysis has commenced, including the ground(s) for commencing Variance Analysis, and a brief description of the Transmission Provider's concerns. The applicable Selected Developer or incumbent Transmission Owner shall be provided an opportunity to be heard by the Transmission Provider and present to the Transmission Provider its position on whether the identified ground(s) for Variance Analysis exist and what outcome it believes is appropriate along with supporting facts and documentation. If the Transmission Provider determines that the ground(s) for Variance Analysis do not exist after considering the Selected Developer or Transmission Owner's response and any other relevant information, the Transmission Provider shall terminate the Variance Analysis. If the Transmission Provider continues to believe that reasonable grounds for Variance Analysis exist after considering the Selected

Developer or Transmission Owner's response and any other relevant information, the Transmission Provider shall continue to commence Variance Analysis and so notify the Selected Developer or Transmissions Owner.

IX.D.2. Determination of Variance Analysis Outcome

If the Transmission Provider continues to believe that reasonable ground(s) for Variance Analysis exists pursuant to the process described in Section IX.D.1 of this Attachment FF, the Transmission Provider shall further investigate the circumstances or events and the relevant facts surrounding the facilities identified in Section IX.D.1 above. Upon completing its investigation, the Transmission Provider shall make a determination of which Variance Analysis Outcome to apply, as described in Section IX.E of this Attachment FF. In determining which Variance Analysis Outcome to apply, the Transmission Provider shall consider the general factors set forth in Section IX.D.2.1 and the appropriate factors of Sections IX.E of this Attachment FF.

IX.D.2.1. General Factors in Variance Analysis Outcome Determination

Before deciding to impose any Variance Analysis Outcome authorized by the Tariff in Sections IX.E of this Attachment FF, the Transmission provider shall consider the following factors:

A. The causes of, or reasons for, the circumstances or events triggering Variance Analysis, including the degree of fault of the applicable Selected Developer or incumbent Transmission Owner;

B. The potential impacts to the Transmission System and the MTEP,

including potential reliability, economic, or public policy impacts;

C. The degree of completion of the Eligible Projects or facilities;

D. A comparison of the estimated costs of each outcome;

E. A comparison of the degree to which each outcome will likely result in the successful completion of or increase the ability to complete the facilities and/or Eligible Projects; and

F. A comparison of the degree to which each outcome will alleviate the ground(s) for Variance Analysis.

IX.D.3. Implementation of Variance Analysis Outcome

Upon completing the procedures detailed in Section IX.D.2 of this Attachment FF, the Transmission Provider shall perform the following as further detailed in the Business Practices Manuals:

A. Inform the applicable Selected Developer(s) or incumbent Transmission Owner and any other affected parties of the Variance Analysis Outcome in writing;

B. Post a description of the Variance Analysis Outcome and the reason(s) it was selected on the Transmission Provider's website, redacting any confidential information and or Critical Energy Infrastructure Information (CEII) as necessary. The Transmission Provider shall be authorized to publicly disclose confidential information, limited in scope to the specific information needed to explain the reason(s) Variance Analysis was triggered and why the

Transmission Provider selected the Variance Analysis Outcome for implementation;

C. Implement the Variance Analysis Outcome in coordination with the applicable Selected Developer(s), incumbent Transmission Owner(s), and any other affected parties;

D. If implementation of the Variance Analysis Outcome results in a mitigation plan to be placed into effect that alters the schedule, cost, design, or scope of a Competitive Transmission Facility, the Transmission Provider and Selected Developer shall amend the Selected Developer Agreement to include the requirements of the mitigation plan or the Transmission Provider shall file such plan with the Commission unexecuted; and

E. If implementation of the Variance Analysis Outcome results in Reassignment or Cancellation of Competitive Transmission Facilities, the Transmission Provider shall file a Notice of Termination with the Commission to terminate the Selected Developer Agreement pursuant to the provisions of the Selected Developer Agreement. In the event that the Transmission Provider files a Notice of Termination pursuant to Section IX.E of this Attachment FF or otherwise discusses confidential information in the course of administrative or judicial proceedings, the Transmission Provider may request that the information be treated

as confidential and non-public pursuant to 18 C.F.R. §1b.20 and 388.112.

IX.E. Variance Analysis Outcomes

In determining which Variance Analysis outcome to apply, the Transmission Provider shall apply the procedures specified in Section IX.D of this Attachment FF.

IX.E.1. No Action

The Transmission Provider may determine to take no action when Variance Analysis is triggered. In determining whether to take no action in Variance Analysis, the Transmission Provider will consider, but is not limited to, the following:

A. The causes of, or reasons for, the circumstances or events triggering Variance Analysis, including the degree of fault of the applicable Selected Developer or incumbent Transmission Owner;

B. The potential impacts to the Transmission System and the MTEP, including any potential reliability, economic, or public policy impacts;

C. The degree of completion of the Eligible Projects or facilities; and

D. The cost and impacts of implementing another Variance Analysis Outcome pursuant to Sections IX.E.2 through IX.E.4 of this Attachment FF as compared to taking no action.

IX.E.2. Mitigation Plan(s)

The Transmission Provider may allow a Selected Developer or incumbent Transmission Owner to alleviate the ground(s) for the Variance Analysis through a mitigation plan. If the Transmission Provider determines that a delay in the applicable facilities and/or Eligible Project's in-service date may cause the Transmission Provider or one or more Transmission Owners, Selected Developers, or non-Members to violate any Applicable Reliability Standards, the Transmission Provider shall identify the potential violation(s) and direct the impacted entities to develop a mitigation plan in coordination with the Transmission Provider. The Transmission Provider, the impacted Transmission Owners(s) and/or Selected Developers, as applicable, shall take any and all reasonable actions necessary to meet the requirements of the mitigation plan and Applicable Reliability Standards.

Mitigation plans may also be utilized to address ground(s) for Variance Analysis arising under Sections IX.C.1 through IX.C.5 that do not involve a delay of the in-service date that potentially causes violations of Applicable Reliability Standards, should the Transmission Provider determine it is appropriate. In determining whether to require a mitigation plan, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1 and IX.E.1 of this Attachment FF as well as, but not limited to:

A. The extent to which the ground(s) for Variance Analysis can be remedied through a mitigation plan, if successfully implemented,

including the extent to which cost can be restored to baseline and the required in-service date realized;

B. The willingness of the Selected Developer(s) or incumbent Transmission Owner(s) to implement the mitigation plan, including their willingness to bear the costs thereof;

C. The resources and ability of the Selected Developer(s) or incumbent Transmission Owner(s) to successfully implement the mitigation plan; and

D. Whether the Transmission Owner(s) that would receive the reassigned facilities would be better able to alleviate the ground(s) for Variance Analysis than the Selected Developer.

The mitigation measures may include, without limitation, any one or combination of the following components: (i) an updated implementation plan; (ii) an operating procedure; or (iii) alternative facilities and or projects to mitigate reliability violations. If a mitigation plan is used, the Transmission Provider and Selected Developer shall work together to amend the Selected Developer Agreement to reflect the mitigation plan. In the event that the Selected Developer or incumbent Transmission Owner refuses to execute the Transmission Provider's proposed mitigation plan or offer a substitute plan reasonably acceptable to the Transmission Provider, the Transmission Provider may elect either to file its proposed mitigation plan with the Commission unexecuted, select an alternate

Variance Analysis Outcome or, in if the Selected Developer is a signatory to the ISO Agreement, proceed thereunder.

IX.E.3. Reassignment

The Transmission Provider may determine to reassign Competitive Transmission Facilities in accordance with Section IX.E.3.1 of this Attachment FF. Reassignment shall also be proper if a Selected Developer fails to maintain its Qualified Transmission Developer status after the expiration of any applicable cure period. If a Selected Developer is the incumbent Transmission Owner whose service area is the service area for which the facilities triggering Variance Analysis are located, the Transmission Provider shall seek recourse through the ISO Agreement or FERC, as appropriate. In all other cases, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1, IX.E.1, and IX.E.2 of this Attachment FF as well as the following, in determining whether Reassignment is applied including but not limited to:

A. Whether a mitigation plan would be sufficient to alleviate the ground(s) for Variance Analysis;

B. The actions that the incumbent Transmission Owner(s), to whom the facilities would be reassigned to if the Transmission Provider selects the Reassignment Variance Analysis Outcome, would reasonably be required to take to successfully complete the facilities;

C. The incremental costs of the Reassignment Variance Analysis Outcome; and

D. The extent of any potential delay that the Reassignment Variance Analysis

Outcome may cause and any potential impacts on reliability.

If the Transmission Provider selects the Reassignment Variance Analysis Outcome, the Selected Developer(s) shall be obligated to work cooperatively and in good faith with the Transmission Provider, the incumbent Transmission Owner(s), and the affected Transmission Owner(s) and/or non-MISO transmission owners, to implement the transition.

IX.E.3.1. Procedure for Reassignment

Prior to making any determination to reassign facilities or projects, the Transmission Provider shall consult with the entity or entities to which such facilities or projects would be assigned to ascertain: (1) the willingness of such entities to develop, own, operate, and maintain such facilities or project; (2) the estimated costs submitted by such entities and the certainty of such estimates; and (3) the proposed schedule submitted by such entity or entities for developing the reassigned facilities or projects and the degree of certainty of such schedule. Reassigned facilities and or projects will be offered to the applicable Transmission Owner(s), as defined below:

A. Ownership and the responsibility to construct facilities which are connected to a single Transmission Owner's system belong to that Transmission Owner;

B. Ownership and the responsibilities to construct facilities which are connected between two (2) or more Owners' facilities belong equally to

each Transmission Owner, unless such Transmission Owners otherwise agree; and

C. Ownership and the responsibility to construct facilities which are connected between a Transmission Owner(s)' system and a system or systems that are not part of the Transmission Provider belong to such Transmission Owner(s) unless the Transmission Owner(s) and the non-Transmission Provider party or parties otherwise agree.

If the applicable Transmission Owner(s) decline to construct the reassigned facilities and or Eligible Project, the Transmission Provider will reassign, as applicable, the facilities and/or Eligible Projects through the Competitive Transmission Developer Selection Process, as described in Section VIII of Attachment FF of the Tariff.

IX.E.4. Cancellation of Facilities and or Projects

The Transmission Provider may determine to cancel Eligible Projects and/or facilities comprising such projects. In determining whether to cancel Eligible Projects or facilities, the Transmission Provider will consider the factors set forth in Sections IX.D.2.1, IX.E.1, IX.E.2, and X.E.3 of this Attachment FF.

IX.F. Variance Analysis Confidentiality

The Transmission Provider shall not disclose to the public that a Variance Analysis has commenced until such time as it has confirmed its initial determination that a ground for Variance Analysis exists pursuant with Section IX.D.1 of this Attachment FF. Notwithstanding the preceding sentence, the Transmission Provider shall be allowed to disclose that it is commencing a Variance Analysis to third parties, including

interconnecting Transmission Owners, Selected Developers, or non-Members from whom the Transmission Provider requires information to determine whether the ground(s) for Variance Analysis exist. However, no confidential information will be disclosed when the Transmission Provider solicits information from third parties unless and to the extent such disclosure is needed to obtain information necessary to determine any potential NERC reliability standards violations, service obligation issues, and economic or public policy needs that may be jeopardized.

In the event that the Transmission Provider determines pursuant to Section IX.D.1 of this Attachment FF that ground(s) for Variance Analysis do not exist, the Transmission provider shall treat any information collected pursuant to Section IX.D.1 as Project Confidential Information. In the event that the Transmission Provider determines pursuant to IX.D.1 of this Attachment FF that ground(s) for Variance Analysis do exist, the Transmission provider shall be authorized to share Project Confidential Information with such third parties as the Transmission Provider determines are reasonably necessary in order to enable the Transmission Provider to obtain needed input and information to identify any potential system reliability impacts of Variance Analysis Outcomes, including impacts from any potential NERC reliability standards violations, service obligation issues, and economic or public policy needs that may be jeopardized. The Transmission Provider shall consult with the Selected Developer and or the incumbent Transmission Owner prior to sharing any such confidential information for the purposes of discussing reasonable confidentiality safeguards.

IX.G. Variance Analysis Dispute Resolution

All disputes by the affected Selected Developer or Transmission Owner shall be addressed in accordance with the provisions of Attachment HH, except that disputes involving the termination of a Selected Developer Agreement shall be addressed in accordance with the Dispute Resolution provisions of the Selected Developer Agreement.

IX.H Project Financial Security

The Transmission Provider may utilize Project Financial Security to cover the costs of Variance Analysis resulting from Default under the Selected Developer Agreement. In such event, the Transmission Provider may draw upon such funds after confirming that a Default exists pursuant to Section IX.D.1 of this Attachment FF. The Transmission Provider shall utilize such funds to offset any costs reasonably incurred by the Transmission Provider in performing a Variance Analysis, transitioning the Competitive Transmission Project to a new Selected Developer and/or incumbent Transmission Owner(s), and otherwise distribute such funds as determined by the Commission to cover Variance Analysis and transition costs. Costs for which Project Financial Security funds may be used include reasonable consultant fees, attorneys' fees, costs of litigation and or regulatory proceedings, and staffing costs directly attributable to taking actions under the Variance Analysis provisions of the Tariff. The Transmission Provider shall track its use of Project Financial Security and provide an informational filing to the Commission within six (6) months after the Transmission Provider concludes implementation of the selected outcome.

X. Interregional Coordination and Cost Allocation with the Southeastern Regional Transmission Planning Region

The public utility transmission providers in the Southeastern Regional Transmission Planning region ("SERTP") and the Midcontinent Independent System Operator region ("MISO") shall undertake the interregional transmission coordination and cost allocation procedures under Section X of this Attachment FF.

Where the regional transmission planning process is referenced as part of this interregional transmission coordination process the applicable regional transmission planning process for the Transmission Provider is described in Attachment FF; and is described for the SERTP in attachment K of the applicable SERTP transmission provider.

A. Interregional Transmission Coordination

1. Annual Meeting: Representatives of the SERTP and staff of the Transmission Provider will meet no less than once per year to facilitate the interregional coordination procedures described below (as applicable). Representatives of the SERTP and staff of the Transmission Provider may meet more frequently during the evaluation of interregional transmission project(s) proposed for purposes of interregional cost allocation between the SERTP and the Transmission Provider transmission planning regions.

2. Website Posting of Information on Interregional Coordination: The Transmission Provider shall utilize the regional planning website for communication of information related to these coordinated interregional transmission planning procedures. The Transmission Provider shall coordinate with the SERTP with respect to the posting of materials to the regional planning website related to the interregional coordination procedures between the SERTP

and the Transmission Provider transmission planning regions. The Transmission Provider shall, at a minimum, provide the following on the regional planning website:

a. Interregional coordination and cost allocation procedures between the SERTP and Transmission Provider;

b. Links to where stakeholders can register (if applicable/available) for the stakeholder committees or distribution lists of the SERTP;

c. Documents related to joint evaluation of interregional transmission projects; and

d. Status report on interregional transmission projects selected for purposes of interregional cost allocation between the SERTP and the Transmission Provider.

B. Model and Data Exchange

At least annually, the Transmission Provider and the SERTP shall exchange their then-current regional transmission plans including power-flow models and associated data used in the regional transmission planning processes to develop such transmission plan(s). This exchange will occur when such data is available in each of the regional transmission planning processes, typically during the first calendar quarter of each year. Additional transmission-based models and data may be exchanged between the SERTP and the Transmission Provider as necessary and if requested. For purposes of their interregional coordination activities, the Transmission Provider and SERTP will exchange only data and models used in the development of their then-current regional

transmission process and plans. This data will be posted on the pertinent regional transmission planning process' websites, consistent with the posting requirements of the respective regional transmission planning processes, and subject to the applicable treatment of confidential data and Critical Energy Infrastructure Information (CEII). The Transmission Provider shall notify SERTP of such posting.

C. Identification and Joint Evaluation of Proposed Interregional Transmission Projects

1. **Identification of Interregional Transmission Projects:** At least biennially, the Transmission Provider and the SERTP shall meet to review the respective regional transmission plans. Such plans include each region's transmission needs as prescribed by each region's planning process. This review shall occur on a mutually agreeable timetable, taking into account each region's regional transmission planning process timeline. If through this review, the Transmission Provider and the SERTP identify a potential interregional transmission project that may be more efficient or cost-effective than regional transmission projects, the Transmission Provider and the SERTP shall jointly evaluate the potential interregional transmission project pursuant to Section X.C.4.

2. Identification of Interregional Transmission Projects by Stakeholders: Stakeholders and transmission developers (pursuant to Section X.D.1) may also propose interregional transmission projects that may be more efficient or cost-

effective than regional transmission projects pursuant to the procedures in each region's regional transmission planning processes.

3. Identification of Interregional Transmission Projects by Developers:

Interregional transmission projects proposed for interregional cost allocation purposes ("Interregional CAP") must be submitted in both the Transmission Provider and the SERTP regional transmission planning processes. The project submittal must satisfy the requirements of Section X.D.1 except for the benefit-to-cost ratio requirements of Section X.D.1.a.ii[3]. The submittal must identify the potential transmission project as interregional in scope and identify the Transmission Provider and the SERTP as regions in which the project is proposed to interconnect. The Transmission Provider will verify whether the submittal for the potential interregional transmission project satisfies all applicable requirements. Upon finding that the proposed interregional transmission project satisfies all such applicable requirements, the Transmission Provider will notify the SERTP. Once the potential project has been proposed through the regional transmission planning processes in both regions, and upon both regions so notifying one another that the project is eligible for consideration pursuant to their respective regional transmission planning processes, the Transmission Provider and the SERTP will jointly evaluate the proposed interregional projects pursuant to Sections X.C and X.D.

[3] A transmission developer is not responsible for determining the benefit-to-cost ratio referenced in Section X.D.1.a.ii in a project submittal. However, an interregional transmission project proposed for Interregional CAP must ultimately satisfy the benefit-to-cost ratio requirements in accordance with the provisions of Section X.D.1.a.ii and X.D.3.

4. Evaluation of Interregional Transmission Projects: The Transmission Provider and the SERTP shall act through their respective regional transmission planning processes in the joint evaluation of potential interregional transmission projects identified pursuant to Sections X.C.1 and X.C.2 to determine whether the inclusion of any potential interregional transmission projects in each region's regional transmission plan would be more efficient or cost-effective than regional projects. Such analysis shall be consistent with accepted transmission planning practices of the respective regions and the methods utilized to produce each region's respective regional transmission plan(s). The Transmission Provider will evaluate potential interregional transmission projects consistent with Section I.C.6 and Section II of Attachment FF.

5. Review of Proposed Interregional Transmission Projects: Initial coordination activities regarding potential interregional transmission projects will typically begin during the third quarter of each calendar year. The Transmission Provider and the SERTP will exchange status updates regarding interregional transmission projects that are newly proposed or that are currently under consideration as needed. These status updates will generally include, if applicable: (i) an update of the region's evaluation of the proposal(s); (ii) the latest calculation of benefits (as identified pursuant to Section X.D.2); and (iii) the anticipated timeline for future assessments.

6. Coordination of Assumptions Used in Joint Evaluation: The Transmission Provider and the SERTP will coordinate assumptions and data used in joint evaluations, as necessary, including items such as:

a. Expected timelines and milestones associated with the joint evaluation;

b. Study assumptions;

c. Models; and

d. Benefit calculations (as identified pursuant to Section X.D.2).

D. Interregional Cost Allocation: If an interregional transmission project is proposed for Interregional CAP in the SERTP and the Transmission Provider transmission planning regions, then the following cost allocation and benefits calculations, as identified pursuant to Section X.D.2, shall apply to the project:

1. Interregional Transmission Projects Proposed for Interregional Cost Allocation Purposes:

a. For a transmission project to be eligible for Interregional CAP within the SERTP and the Transmission Provider, the project must:

i. Interconnect to transmission facilities in both the SERTP and Transmission Provider regions. The facilities to which the project is proposed to interconnect may be either existing facilities or transmission projects included in the regional transmission plan that are currently under development[4]

[4] For the MISO region, "under development" refers to Appendix A projects under development approved by the

ii. Have a combined benefit-to-cost ratio of 1.25 or higher to the SERTP and Transmission Provider regions, as calculated in Section X.D.3; and

iii. Meet the threshold and qualification criteria for transmission projects potentially eligible to be included in the respective regional transmission plans for purposes of cost allocation in the Transmission Provider and the SERTP, pursuant to their respective regional transmission planning processes.

b. On a case-by-case basis, the Transmission Provider and the SERTP may consider an interregional transmission project that does not satisfy all of the criteria specified in this Section X.D.1, but that: (i) meets the threshold criteria for a project proposed to be included in the regional transmission plan for purposes of cost allocation in only one of the two regions; and (ii) would be interconnected to transmission facilities in both the SERTP and Transmission Provider regions. The facilities to which the project is proposed to interconnect may be either existing facilities or transmission projects included in the regional transmission plan that are currently under development.

c. The transmission project must be proposed for purposes of cost allocation in both the SERTP and the Transmission Provider. The project submittal must satisfy all criteria specified in the respective regional

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MISO Board of Directors.

transmission processes, including the respective timeframes for submittals proposed for cost allocation purposes. If a project is proposed by a transmission developer, the transmission developer must also satisfy the qualification criteria specified by each region.

2. **Calculation of Benefits for Interregional Transmission Projects Proposed for Interregional Cost Allocation Purposes:** The benefits used to establish the allocation of costs of a transmission project proposed for Interregional CAP between the SERTP and the Transmission Provider shall be determined as follows:

   a. Each transmission planning region, acting through its regional transmission planning process, will evaluate proposals to determine whether the proposed project(s) addresses transmission needs that are currently being addressed with projects in its regional transmission plan and, if so, which projects in the regional transmission plan could be displaced by the proposed project(s).

   b. Based upon its evaluation, each region will quantify its benefits based upon the transmission costs that each region is projected to avoid due to its transmission projects being displaced by the proposed interregional transmission project as follows:

      i. for the SERTP, the total avoided costs of projects included in the then-current regional transmission plan that would be

displaced if the proposed interregional transmission project was included; and

ii. for the Transmission Provider, the total avoided costs of projects included in the then-current regional transmission plan that would be displaced if the proposed interregional transmission project was included.

The benefits calculated pursuant to this Section X.D.2 are not necessarily the same as the benefits used for purposes of regional cost allocation.

3. Calculation of Benefit-to-Cost Ratio for an Interregional Transmission Project Proposed for Interregional CAP:

Prior to any regional benefit-to-cost ratio calculation pursuant to either regional transmission planning process, the combined interregional benefit-to-cost ratio, referenced in Section X.D.1.a, shall be calculated for an interregional transmission project proposed for Interregional CAP. Such calculation shall be performed by dividing the sum of the present value of the avoided project cost determined in accordance with Section X.D.2.b.i for the SERTP region and the present value of avoided project cost determined in accordance with Section X.D.2.b.ii for the Transmission Provider region by the present value of the proposed interregional transmission project's total project cost. The present values used in the cost calculation shall be based on a common date, comparable cost components, and the latest cost estimates used in the evaluation of the interregional transmission project. The combined

interregional benefit-to-cost ratio will be assessed in addition to, not in the place of, the SERTP's and the Transmission Provider's respective regional benefit-to-cost ratio assessment(s) (if applicable) as specified in the respective regional processes.

4. **Inclusion in Regional Transmission Plans:** An interregional transmission project proposed for Interregional CAP in the transmission planning regions of the SERTP and the Transmission Provider will be included in the respective regional transmission plans for purposes of cost allocation after:

   a. Each region has performed all evaluations, as prescribed in its regional transmission planning process, necessary for a project to be included in its regional transmission plan for purposes of cost allocation including any regional benefit-to-cost ratio calculations. Each region shall utilize the benefit calculation(s) as defined in such region's regional transmission planning process (for purposes of clarity, these benefits are not necessarily the same as the benefits determined pursuant to Section X.D.2). Each region shall utilize the cost calculation(s) as defined in such region's regional transmission planning process. The anticipated percentage allocation of costs of the interregional transmission project to each region shall be based upon the ratio of the region's benefits to the sum of the benefits, both as determined pursuant to Section X.D.2, identified for both the SERTP and the Transmission Provider.

b. Each region has obtained all approvals, as prescribed in its regional process, necessary for a project to be included in the regional transmission plan for purposes of regional cost allocation.

5. **Allocation of Costs Between the SERTP and the Transmission Provider Regions:** The cost of an interregional transmission project, selected for purposes of cost allocation in the regional transmission plans of both the SERTP and the Transmission Provider, will be allocated as follows:

   a. Each region will be allocated a portion of the interregional transmission project's costs in proportion to such region's benefit as calculated pursuant to Section X.D.2 to the sum of the benefits identified for both the SERTP and the Transmission Provider calculated pursuant to Section X.D.2.

      i. The benefits used for this determination shall be based upon the benefit calculation most recently performed – pursuant to the method described in Section X.D.2 – before each region included the project in its regional transmission plan for purposes of cost allocation and as approved by each region.

   b. Costs allocated to each region shall be further allocated within each region pursuant to the cost allocation methodology contained in its regional transmission planning process.

6. **Milestones of Required Steps Necessary to Maintain Status as Being Selected for Interregional Cost Allocation Purposes:** Once selected in the respective regional transmission plans for purposes of cost allocation, the

transmission owners in the SERTP planning region that will be allocated costs of the transmission project, the Transmission Provider, and the transmission developer(s) must mutually agree upon an acceptable development schedule including milestones by which the necessary steps to develop and construct the interregional transmission project must occur. These milestones may include (to the extent not already accomplished) obtaining all necessary rights-of-way and requisite environmental, state, and other governmental approvals and executing a mutually-agreed upon contract(s) between the applicable transmission owners in the SERTP planning region, the Transmission Provider and the transmission developer. If such critical steps are not met by the specified milestones and then afterwards maintained, then the Transmission Provider and the SERTP may remove the transmission project from the selected category in the regional transmission plans for purposes of cost allocation.

7. **Interregional Transmission Project Contractual Arrangements:** The contracts referenced in Section X.D.6 will address terms and conditions associated with the development of the proposed interregional transmission project included in the regional transmission plans for purposes of cost allocation, including but not limited to:

   a. Engineering, procurement, construction, maintenance, and operation of the proposed transmission project, including coordination responsibilities of the parties;

b. Emergency restoration and repair;

c. The specific financial terms and specific total amounts to be charged by the transmission developer of the transmission project to each beneficiary, as agreed to by the parties;

d. Creditworthiness and project security requirements;

e. Milestone reporting, including schedule of projected expenditures;

f. Reevaluation of the transmission project; and

g. Non-performance or abandonment.

8. Removal from Regional Transmission Plans: An interregional transmission project may be removed from the SERTP's or the Transmission Provider's regional transmission plan(s) for Interregional CAP: (i) if the transmission developer fails to meet developmental milestones; (ii) pursuant to the reevaluation procedures specified in the respective regional transmission planning processes; or (iii) if the project is removed from one of the region's regional transmission plans pursuant to the requirements of its regional transmission planning process.

a. The Transmission Provider shall notify the SERTP if an interregional transmission project or a portion thereof is likely to be, and/or is actually removed from its regional transmission plan.

E. **Transparency**

1. Stakeholders will have an opportunity to provide input and feedback within the respective regional transmission planning processes of the

SERTP and the Transmission Provider related to interregional transmission projects identified, analysis performed, and any determination/results. Stakeholders may participate in either or both regions' regional transmission planning processes to provide their input and feedback regarding the interregional coordination between the SERTP and the Transmission Provider.

2. The Transmission Provider shall use the existing planning stakeholder forums, such as the Planning Advisory Committee and Sub-regional Planning Meetings, to review with stakeholders the interregional activities associated with the SERTP.
3. The Transmission Provider will post a list, on the Regional Planning Website, of interregional transmission projects proposed for purposes of cost allocation in both the Transmission Provider and the SERTP regions that are not eligible for consideration because they do not satisfy the regional project threshold criteria of one or both of the regions as well as post an explanation of the thresholds the proposed interregional projects failed to satisfy.

ATTACHMENT FF-9 TO ATTACHMENT FF

LARGE LOAD TRANSMISSION CUSTOMER ATTESTATION

LARGE LOAD APPLICATION FOR LLPR

Consistent with the requirements of Attachment FF, Section I.D.1.c.iii.b.3 of the Tariff, and the Large Load Application of the Large Load Transmission Customer submitted to the Transmission Provider, the Large Load Transmission Customer acknowledges that:

(i) reliability impacts and any additional mitigations remain subject to review by the Transmission Provider through the applicable study process;

(ii) it will comply with all applicable requirements set forth in Section 37A of the Tariff and associated submission timelines for the Large Load;

(iii) it has a commercial agreement with the entity that owns the Large Load providing for Large Load Transmission Customer to procure or request Transmission Service on behalf of the Large Load; and

(iv) it does not have any requests for Transmission Service to serve the Large Load identified in current application pending with the Transmission Provider and agrees that the submission of any subsequent application for Transmission Service to serve the same Large Load shall be deemed a request to withdraw the current application. This certification shall not be construed to prevent the submission of an application for additional Transmission Service for a Large Load previously granted Transmission Service.

The signature below of the authorized officer of Large Load Transmission Customer is for the limited purpose of acknowledging and agreeing to the foregoing.

[Insert name of Company] (Large Load Transmission Customer) *(if applicable)*

Name of authorized corporate officer or equivalent official:

_____

Title: _____

Signature:_____

Date: _____

ATTACHMENT FF-10 TO ATTACHMENT FF

LARGE LOAD PROJECT REVIEW SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this _____day of _____, 20___by and between _____, a _____organized and existing under the laws of the State of _____, ("Large Load Transmission 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 the "Transmission Provider." Large Load Transmission Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties." Any capitalized term used herein but not defined herein shall have the meaning assigned to such term in Module A of Transmission Provider's Tariff.

RECITALS

WHEREAS, Large Load Transmission Customer seeks to obtain Transmission Service on behalf of or in order to serve a Large Load or Large Load addition to an Existing Load consistent with the Large Load Application submitted by the Large Load Transmission Customer dated _____; and

WHEREAS, Large Load Transmission Customer desires to interconnect the Large Load with the Transmission System; and

WHEREAS, Large Load Transmission Customer has requested Transmission Provider to perform studies to assess the impact interconnecting the proposed Large Load to the Transmission System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Transmission Provider's Commission-accepted Attachment FF and Module A of the Tariff.

2.0 Large Load Transmission Customer elects and Transmission Provider shall perform studies consistent with the requirements for the following type of Transmission Service or Transmission Service study processes in accordance with the Attachment FF to the Tariff, collectively referred to as the "Studies":

____ Network Integration Transmission Service (NITS)

____ Interim Network Integration Transmission Service (Interim NITS)

____ Firm Service Step Up (FSSU)

____ Optional EMT Study

3.0 The Studies shall be based on the technical information provided by the Large Load Transmission Customer in the Large Load Application. Transmission Provider reserves the right to request additional technical information from the Large Load Transmission Customer as such information may reasonably become necessary consistent with Good Utility Practice during the course of the Studies. After the Large Load Application is deemed complete by the Transmission Provider, no changes may be made to the Point(s) of Withdrawal.

4.0 The LLPR System Impact Study report shall provide the following information:

- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection, and

- preliminary description and non-binding, good faith, planning level estimated cost of facilities required to interconnect the Large Load to the Transmission System and to address the identified instability and power flow issues.

5.0 The LLPR system impact study shall provide supporting documentation, which will: (i) provide a description, estimated cost of, and schedule for required facilities to interconnect the Large Load to the Transmission System; (ii) address the instability and power flow issues identified in the LLPR System Impact Study; and (iii) document that the facilities can satisfy the applicable requirements set forth in Section 37A of the Tariff.

6.0 If the Large Load Application seeks firm service or non-firm Interim NITS through FSSU, the Transmission Provider reserves the right to request additional technical information from Large Load Transmission Customer as such information may reasonably become necessary consistent with Good Utility Practice during the course of the Studies.

7.0 The FSSU system impact study report shall include the following information:

- Identification the amount of incremental firm service that can be supported by the available transmission capacity without resulting in steady state or stability violations and the expected Service Commencement Date.
- Identification of the amount of any non-firm Interim NITS for which the Large Load Transmission Customer is eligible subject to requirements in accordance with Module B and the expected Service Commencement Date.

- Description of any transmission upgrades and other relevant assumptions required to support firm service for the incremental Load addition.

8.0 The EMT Study deliverables will be those specified in the then-current Large Load Business Practices Manual and will include, to the extent applicable, a final EMT Study report and recommended mitigations for identified violations or performance concerns.

The Optional EMT Study report shall include to the extent applicable EMT-specific recommended mitigations for identified violations or performance concerns as well as any further information specified in the Large Load Business Practices Manual.

9.0 Large Load Transmission Customer shall provide deposits in the amount and timing outlined in Section III.B of Attachment FF for the performance of the Studies. Any difference between the deposit and the actual cost of the Studies shall be paid by or refunded to the Large Load Transmission Customer, as appropriate.

10.0 Large Load Transmission Customer may request all Base Cases and work papers associated with the Large Load Application, subject to Transmission Provider provisions around acquiring Critical Energy Infrastructure Information.

11.0 Indemnity. To the extent permitted by law, each Party shall at all times indemnify, defend and hold the other Parties harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or

resulting from the other Party's performance, or non-performance of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

12.0 Limitation of Liability. Except with respect to the duties of defense and indemnity expressly provided in this Agreement, 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 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 Agreement, regardless of whether the obligation is preceded by a specific directive.

13.0 Nothing in this Agreement constitutes a representation or warranty that the Large Load Project complies with, or will obtain approval under, any reliability standard, planning criterion, regulatory requirement, or planning process.

14.0 Miscellaneous. Except as otherwise provided herein, this Agreement shall include standard miscellaneous terms including, but not limited to, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, that are consistent with regional practices, Applicable Laws and Regulations and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of Attachment FF.

IN WITNESS THEREOF, 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.

By: _____

Name: _____

Title: _____

[Insert name of Large Load Transmission Customer]

By: _____

Name: _____

Title: _____

ATTACHMENT FF-11 TO ATTACHMENT FF

LARGE LOAD PROJECT REVIEW CRITICAL ENERGY INFRASTRUCTURE INFORMATION GENERAL NON-DISCLOSURE AGREEMENT

WHEREAS, Midcontinent Independent System Operator, Inc. ("MISO") is prepared to disclose Critical Energy Infrastructure Information ("CEII") under this Critical Energy Infrastructure Information General Non-Disclosure Agreement ("NDA") to _____ ("Recipient"), an individual (employee, manager or officer) employed with _____, in connection with a legitimate need for the CEII (the "Purpose") (MISO and Recipient may be collectively referred to as "Parties" or singly as "Party");

WHEREAS, Recipient represents that he/she has a legitimate purpose for requesting the CEII pursuant to this Agreement; and,

WHEREAS, MISO and Recipient desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions - For purposes of these provisions:

   a. The term "CEII" shall include specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (1) relates details about the production, generation, transportation, transmission, or

distribution of energy; (2) could be useful to a person in planning an attack on critical infrastructure; (3) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552 (2000); and (4) does not simply give the general location of the critical infrastructure. Narratives such as the descriptions of facilities and processes are generally not CEII unless they describe specific engineering and design details of critical infrastructure.

b. The term "Recipient" means someone who has executed this NDA and is approved to receive CEII.

2. A Recipient certifies that it is his/her understanding that access to CEII is provided pursuant to the terms and restrictions of the provisions in this NDA, and that such Recipient has read the provisions and agrees to be bound by them.

3. Recipient may only discuss CEII with another Recipient of the identical CEII. A Recipient may check with MISO to determine whether another individual is a Recipient of the identical CEII.

4. A Recipient of CEII may use CEII as foundation for advice provided to others, but may not disclose CEII to another individual unless that individual is an approved Recipient of the same CEII.

5. A Recipient will not knowingly use CEII for an illegal or non-legitimate purpose.

6. All CEII shall be maintained by Recipient in a secure place. Access to those materials shall be limited to other Recipients of the identical material. Recipients may make copies of CEII, but such copies become CEII and subject to these same procedures. Recipients may make notes of CEII, which shall be treated as CEII notes if they contain CEII.

7. Recipients must return CEII to MISO or destroy CEII within fifteen days of a written request by MISO to do so, except that CEII notes may be retained in accordance with Paragraph 6, above. Within such time period, each Recipient, if requested to do so, shall also submit to MISO an affidavit stating that, to the best of his or her knowledge, all CEII has been returned or destroyed and that CEII notes have either been returned, destroyed or are being maintained by Recipient in accordance with Paragraph 6.
8. The Recipient remains bound by these provisions unless MISO rescinds the provisions or a court of competent jurisdiction finds that the information does not qualify as CEII.
9. MISO may reasonably audit the Recipient's compliance with this NDA.
10. Violation of this NDA will be reported to the Federal Energy Regulatory Commission (the "Commission") which in turn may result in criminal or civil sanctions against the Recipient.
11. I hereby certify my understanding that access to CEII is provided to me pursuant to the terms and restrictions of the above CEII provisions, that I have been given a copy of and have read the provisions, and that I agree to be bound by them. I understand that the contents of the CEII, any notes or other memoranda, or any other form of information that copies or discloses CEII shall not be disclosed to anyone other than another person who has been granted access to these same materials. I acknowledge that a violation of this NDA may result in criminal or civil sanctions, including the suspension of my ability to appear before the Commission pursuant to 18 C.F.R. § 385.2102. I agree that my compliance with this NDA is subject to reasonable audit by MISO.

By: _____

Signature

Print Name: _____

Title: _____

Representing: _____

Date: _____

ATTACHMENT LLL

FORM OF AGREEMENT FOR LARGE LOAD COST RECOVERY AGREEMENT

THIS COST RECOVERY AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20__, by and among _____, a [corporation/limited liability company] organized and existing under the laws of the State/Commonwealth of _____ ("Large Load Transmission Customer"), and _____, a [corporation/limited liability company] organized and existing under the laws of the State/Commonwealth of _____ [Add as needed, additional Transmission Owners in the Transmission Pricing Zone required to construct Large Load Network Upgrades for the Large Load Transmission Customer] ("Transmission Owner(s)") and Midcontinent Independent System Operator, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware ("Transmission Provider" or "MISO") to mitigate the risk of cost shifting among Transmission Customers. Large Load Transmission Customer, Transmission Owner(s), and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Transmission Provider has functional control of the operations of the Transmission System, as defined herein, and is responsible for providing Transmission Service on the Transmission System under the MISO Open Access Transmission, Energy, and Operating Reserve Markets Tariff ("Tariff"); and

WHEREAS, a Large Load Network Upgrade are those additions, modifications, and upgrades to be made to the Transmission System that are to be located inside the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load, including Transmission

Owner(s)'s system protection facilities, to accommodate the interconnection of the Large Load to the Transmission System and are additions, modifications, and upgrades the Transmission Provider, through the Large Load Project Review ("LLPR") process, has found to be necessary for the Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to the Large Load Transmission Customer; and

WHEREAS, Large Load Transmission Customer has requested Transmission Service, which is described in Exhibit A to the Agreement, through Transmission Provider's LLPR, which for purposes of this Agreement LLPR includes the Transmission Provider's Large Load Addition Resource Study process, and will take Transmission Service on behalf of the Large Load; and

WHEREAS, Transmission Owner(s) owns or operates all or a portion of the Transmission System in the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load and is required to construct Large Load Network Upgrade(s) as determined by Transmission Provider in the LLPR in order for the Transmission Provider and Transmission Owner(s) to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to Large Load Transmission Customer; and

WHEREAS, Large Load Transmission Customer, Transmission Owner(s), and Transmission Provider have agreed to enter into this Agreement for the purposes of establishing the terms and conditions by which costs associated with the Transmission Service being requested by the Large Load Transmission Customer, including the costs of Large Load Network Upgrade(s) identified in the LLPR and documented in Exhibit B to this Agreement, will be

recovered from Large Load Transmission Customer to mitigate the risk of cost shifting among Transmission Customers.

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

1. DEFINITIONS

1.1. Capitalized terms used in this Agreement that are not otherwise defined herein shall have the meaning provided in the Tariff, as may be amended from time-to-time. In the event of a difference in a defined term between this Agreement and the Tariff, the defined term in this Agreement shall control.

2. EFFECTIVE DATE AND TERM

2.1. Effective Date. This Agreement shall become effective upon execution by the Parties subject to acceptance by the Federal Energy Regulatory Commission ("Commission" or "FERC") (if applicable), or if filed unexecuted, upon the date specified by FERC ("Effective Date"). Transmission Provider shall promptly file this Agreement with FERC upon execution, if required.

2.2. Term of Agreement. Unless terminated earlier by mutual consent of the Parties, the term of this Agreement begins on the Effective Date and shall continue until the earlier of twenty (20) years after the date the final Large Load Network Upgrade goes into service or the date Large Load Transmission Customer has satisfied in full its Total Required Revenue Commitment, which is described in Section 3 and its payment obligations pursuant to Section 3.4, as applicable.

2.3. Survival. Expiration of this Agreement does not affect any accrued payment obligations, final cost reconciliation, ownership of the Large Load Network

Upgrade(s), or provisions that expressly or by their nature survive the termination or expiration of this Agreement.

3. LARGE LOAD TRANSMISSION CUSTOMER PAYMENT OBLIGATIONS.

3.1. Notwithstanding any provision herein, Large Load Transmission Customer shall be responsible for the timely payment of all applicable Transmission Service charges incurred for taking Transmission Service to serve the Large Load in accordance with the Tariff.

3.2. In addition to any amounts owing pursuant to Section 3.1 hereof, Large Load Transmission Customer shall be responsible for the costs of the Large Load Network Upgrade(s) pursuant to either Section 3.3 or Section 3.4 ("Minimum Contribution") hereof, at the Transmission Owner(s)'s sole election. The Transmission Owner(s)'s election shall be evidenced on the signature page of this Agreement.

3.3. Transmission Owner(s) may roll into its rates for Transmission Service the capital costs of the Large Load Network Upgrade(s) constructed to accommodate Large Load Transmission Customer's Transmission Service request and in such event, Large Load Transmission Customer shall be responsible for the costs of the Large Load Network Upgrade(s), in accordance with the terms set forth below.

3.3.1. Large Load Transmission Customer shall be responsible for its Total Required Revenue Commitment, which shall be payable on a yearly basis consistent with the Yearly Required Revenue Commitment, as set forth below.

3.3.2. The "Total Required Revenue Commitment" shall be the sum of the 20-Year Incremental Revenue Requirement ("20-Year IRR") for each Large Load Network Upgrade, the capital cost of which has been rolled into a Transmission Owner's rates. The 20-Year IRR for each Large Load Network Upgrade is the revenue requirement of the full return on and of the Large Load Network Upgrade(s) over a twenty (20)-year period, including the capital cost, return, depreciation, operations and maintenance, and taxes associated with the Large Load Network Upgrade. The 20-Year IRR on an annual basis shall be referred to as the Annual Incremental Revenue Requirement ("Annual IRR"). As stated above, the 20-Year IRR for each Large Load Network Upgrade shall be added together to derive the Total Required Revenue Commitment. The Total Required Revenue Commitment, the 20-Year IRR, and the Annual IRR shall be calculated in accordance with the formulas set forth in Exhibit C of this Agreement.

3.3.3. Initially, the Total Required Revenue Commitment will be based on the estimated costs of the Large Load Network Upgrade(s), subject to adjustment as the actual costs of the Large Load Network Upgrade(s) are determined. Adjustments to the Total Required Revenue Commitment shall be calculated within one (1) year of the in-service date of the Large Load Network Upgrade when the actual Large Load Network Upgrade capital cost is known and all costs associated with the estimated Large Load Network Upgrade have been accounted for.

3.3.4. To secure its obligations herein, Large Load Transmission Customer shall post sufficient financial security, as set forth in Section 4 hereof.

3.3.5. At the end of every calendar year following the in-service date of a Large Load Network Upgrade identified in Exhibit B of this Agreement and continuing for the term of the Agreement, the Transmission Owner, in coordination with the Transmission Provider, will determine whether Large Load Transmission Customer has satisfied its Yearly Required Revenue Commitment or whether a Supplemental Payment is owed.

3.3.5.1. The "Yearly Required Revenue Commitment" is the sum of the Annual IRR for each Large Load Network Upgrade placed into service, subject to adjustment as set forth in Section 3.3.3 hereof.

3.3.5.2. In the event any Large Load Network Upgrade goes into service after the Effective Date, the Annual IRR will be prorated based on the number of months during the calendar year the Large Load Network Upgrade was in service in accordance with the formula set forth in Exhibit C to this Agreement.

3.3.5.3. The Supplemental Payment is the amount Large Load Transmission Customer must pay in addition to the amounts paid for Transmission Service under Section 3.1 to meet its Yearly Required Revenue Commitment.

3.3.5.4. If the Transmission Service revenue attributable to Large Load Transmission Customer on behalf of the Large Load during a calendar year (the Large Load Transmission Customer's "Revenue

Contribution") is less than Large Load Transmission Customer's Yearly Required Revenue Commitment, Large Load Transmission Customer shall be required to make a Supplemental Payment to the Transmission Provider in accordance with the formula set forth in Exhibit D to this Agreement.

3.3.5.5. If the Large Load Transmission Customer's Revenue Contribution is equal to or greater than Large Load Transmission Customer's Yearly Required Revenue Commitment, Large Load Transmission Customer shall not be required to make a Supplemental Payment to the Transmission Provider.

3.3.5.6. Within ninety (90) days after the end of every calendar year during the term of this Agreement, the Transmission Provider shall issue an invoice to Large Load Transmission Customer indicating the amount of the Supplemental Payment due, if any, in accordance with the provisions of Section 7 of the MISO Tariff and Business Practice Manuals.

3.3.5.7. Large Load Transmission Customer shall be required to pay the Supplemental Payment due to the Transmission Provider in accordance with the provisions of Section 7 of the MISO Tariff applicable to Transmission Customers.

3.3.5.8. Transmission Provider shall allocate the Supplemental Payment it receives to each Transmission Owner in proportion to their respective Annual IRRs included in the Yearly Required Revenue

Commitment. Any Supplemental Payment allocated to a Transmission Owner shall be treated as a revenue credit against the revenue requirement for such Transmission Owner.

3.3.5.9. Each applicable Transmission Owner shall include a workpaper in the Transmission Owner's annual informational filing detailing the crediting of any Supplemental Payments.

3.4. Transmission Owner(s) may directly assign the costs of the Large Load Network Upgrade(s) to Large Load Transmission Customer and in such event, Large Load Transmission Customer shall be responsible for said costs, in accordance with the terms set forth below.

3.4.1. Large Load Transmission Customer shall be responsible for the costs incurred by Transmission Owner related to the Large Load Network Upgrade(s) on a direct assignment basis, with payments due as specified in a separate agreement between Transmission Owner and Large Load Transmission Customer to be filed with the Commission. Large Load Transmission Customer shall post sufficient financial security to cover the costs of the Large Load Network Upgrade(s), as set forth in Section 4 hereof.

3.4.2. Transmission Owner shall not recover the costs of the Large Load Network Upgrade(s) directly assigned to Large Load Transmission Customer from other Transmission Customers. Where Transmission Owner and Large Load Transmission Customer reflect the same entity, the

foregoing Transmission Owner obligation shall satisfy Large Load Transmission Customer's obligations under Section 3.4.1 hereof.

3.4.2.1. Transmission Owner shall include a workpaper in the Transmission Owner's annual informational filing detailing how the Large Load Network Upgrade(s) are not recovered from other Transmission Customers.

4. SECURITY REQUIREMENTS.

4.1. Large Load Transmission Customer shall provide each Transmission Owner with security in the form of irrevocable security reasonably acceptable to each Transmission Owner (for example, a letter of credit, surety bond, or parent guaranty) in an amount equal to the estimated capital cost of the Large Load Network Upgrade(s), which shall be adjusted as actual Large Load Network Upgrade capital costs are known ("Required Security").

4.2. Large Load Transmission Customer shall provide the initial Required Security within the later of: (a) forty-five (45) Calendar Days of the execution of this Agreement by all Parties; (b) forty-five (45) Calendar Days of the acceptance of this Agreement by FERC if this Agreement is filed unexecuted or as a non-conforming agreement and the Security is being protested by Large Load Transmission Customer; or (c) forty-five (45) Calendar Days of the date of filing of this Agreement if it is filed unexecuted or as a non-conforming agreement and the Required Security is not being protested by Large Load Transmission Customer. The Parties may agree to proceed with design, procurement, and construction of the Large Load Network Upgrade(s) pending FERC action if the

Agreement is filed unexecuted. Failure to provide the Required Security within the above timeframe will result in the Large Load Application being immediately withdrawn.

4.2.1. Upon Transmission Owner's request, Transmission Owner and Large Load Transmission Customer will enter into a separate agreement regarding the design, procurement, construction and installation of the Large Load Network Upgrade(s) ("Large Load Network Upgrade Construction Agreement"), which will be filed with the Commission. Such Large Load Network Upgrade Construction Agreement shall not relieve the Transmission Owner and Large Load Transmission Customer from the requirement to enter into this Agreement. However, if Large Load Transmission Customer provides the Required Security hereunder prior to providing the security required under the Large Load Network Upgrade Construction Agreement, the Required Security may be applied as the security for the Large Load Network Upgrade Construction Agreement if the form, terms, and provider of the Required Security provided hereunder allow it. If Large Load Transmission Customer provides the security required under the Large Load Network Upgrade Construction Agreement prior to providing the Required Security required hereunder, the security required under the Large Load Network Upgrade Construction Agreement may be applied as the Required Security if the forms, terms, and provider of the security under the Large Load Network Upgrade Construction Agreement allow it. In no event shall Large Load

Transmission Customer and Transmission Owner allow security to lapse between any Large Load Network Upgrade Construction Agreement and this Agreement. Likewise, in no event shall Large Load Transmission Customer be required to maintain concurrently the full amount of security under the Large Load Network Upgrade Construction Agreement and the Required Security under this Agreement.

4.2.2. The Required Security shall remain with each applicable Transmission Owner for the term of the Agreement. Upon Large Load Transmission Customer's written request to the Transmission Owner(s), Transmission Owner(s) may reduce the Required Security to an amount no less than Large Load Transmission Customer's remaining Minimum Contribution owing hereunder; provided that, such request shall be made no more than once a year following the in-service date of the Large Load Network Upgrade(s); provided that, any such reduction in the amount of Required Security must be evidenced to Transmission Owner in the form of a revised form of Required Security reasonably acceptable to the Transmission Owner. Transmission Owner shall not unreasonably deny Large Load Transmission Customer's request to reduce the Required Security consistent with the terms of this section.

4.3. In the event Large Load Transmission Customer fails to pay any required payment hereunder when due, Transmission Provider shall, as applicable, notify the Transmission Owner(s), and Transmission Owner shall be entitled to draw on the Required Security posted by Large Load Transmission Customer in the

amount of the missed payment(s) as well as any accrued interest charges based on the Commission's regulations at 18 C.F.R § 35.19a. If Large Load Transmission Customer fails to make its payment when due, and to the extent the Required Security has been depleted or a true-up adjustment under Section 4.1 results in an increase in the Required Security, Large Load Transmission Customer shall provide each Transmission Owner with new irrevocable security, in a form reasonably acceptable to each Transmission Owner within thirty (30) days of Transmission Owner's demand ("New Required Security" or "Required Security").

4.4. Required Security shall remain in place until the termination or expiration of this Agreement. Any Required Security provided by Large Load Transmission Customer must be kept active, must continue to meet Transmission Owner(s)'s Required Security requirements and must be available to each Transmission Owner for the purpose of making payments under this Agreement in the event that Large Load Transmission Customer fails to make such payments. Any fees or costs associated with the provision of the Required Security are the responsibility of Large Load Transmission Customer.

4.5. The security obligations stated in this Section 4 are in addition to Large Load Transmission Customer's obligation to provide security and comply with security and collateral requirements for Transmission Service under the MISO Tariff.

4.6. Large Load Transmission Customer acknowledges that accelerated payments related to the Large Load Network Upgrade(s) constructed under a separate agreement could be subject to tax gross-up, as applicable, upon Large Load

Transmission Customer's default under this Agreement and that the Required Security provided hereunder could be used to cover such obligations.

5. BREACH, DEFAULT, AND CROSS-DEFAULT

5.1. General: Upon a breach under this Agreement, the non-breaching Parties shall give written notice of such breach to the breaching Party with a copy to all non-breaching Parties. Unless otherwise specified herein, the breaching Party shall have thirty (30) Calendar Days from receipt of the notice of breach within which to cure such breach; 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 5.1 hereof, the breaching Party shall be in default under this Agreement.

5.2. Large Load Transmission Customer Default: Large Load Transmission Customer shall be in default of this Agreement if Large Load Transmission Customer: (i) fails to make any payment hereunder when due; provided that, the non-breaching Parties have given Large Load Transmission Customer notice of, and Large Load Transmission Customer has failed to cure, such late payment consistent with Section 5.1 hereof; (ii) fails to provide New Required Security when due; (iii) terminates its Transmission Service on behalf of the Large Load prior to the end of the term of this Agreement; (iv) is declared to be in default under its Transmission Service Agreement; or (v) otherwise fails to perform any material term or condition of this Agreement. In the event of default, Large Load Transmission Customer shall promptly pay any remaining amounts still owed under this Agreement. If Large Load Transmission Customer does not promptly

pay all amounts due and owing under this Agreement, any unpaid Transmission Owner(s) may draw on the remaining balance of the Required Security. This payment or draw on the Required Security does not limit any and all rights and remedies available to the non-defaulting Parties allowed by law with respect to such default or collecting all amounts owed under this Agreement. Large Load Transmission Customer shall indemnify non-defaulting Parties for reasonable costs, attorney fees and/or expenses incurred with respect to a default or collecting all amounts owed, including, as applicable, any tax gross-up obligations under this Agreement.

5.3. Transmission Owner Default: Transmission Owner shall be in default of this Agreement if: (1) it fails to provide Large Load Transmission Customer with any of the information access and audit rights provided in this Agreement; (2) such failure is not cured following notice from Large Load Transmission Customer or Transmission Provider as provided in Section 5.1 hereof; and (3) such failure has a material adverse effect on Large Load Transmission Customer's ability to perform under this Agreement.

5.4. Cross Default: This Agreement is a requirement for receiving Transmission Service under the Tariff when Large Load Network Upgrade(s) are identified by the Transmission Provider in the LLPR, as set forth in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, a breach by Large Load Transmission Customer of any provision, covenant or other term or condition contained in the Large Load Transmission Customer's Transmission Service Agreement referenced in the recitals to this Agreement with respect to the

Large Load, a Large Load Network Upgrade Construction Agreement, or an agreement entered into pursuant to Section 3.4 hereunder shall be considered a breach under this Agreement. Likewise, an event of default by Large Load Transmission Customer hereunder shall, after the passage of all applicable notice and cure or grace periods, be considered a default under the Large Load Transmission Customer's Transmission Service Agreement, a Large Load Network Upgrade Construction Agreement or an agreement entered into pursuant to Section 3.4 hereunder. Transmission Owner and Transmission Provider 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 Agreement, the Transmission Service Agreement, any Large Load Network Upgrade Construction Agreement and any agreement entered into pursuant to Section 3.4 hereunder by reason of a breach or default.

5.5. In the event of a default under Large Load Transmission Customer's Transmission Service Agreement, Transmission Provider shall provide prompt notice of such default to all affected Transmission Owner(s).

5.6. If Transmission Owner(s) draws on the remaining balance of the Required Security, Transmission Owner(s) will ensure that such amount is reflected in its rates in a manner that mitigates cost shifts to other Transmission Customers. Transmission Owner shall include a separate workpaper in the Transmission Owner's annual informational filing detailing how it mitigates cost shifts to other Transmission Customers.

6. ASSIGNMENT

6.1. Assignment. This Agreement shall inure to the benefit of and be binding upon each Party's successors and permitted assigns. No Party shall assign this 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 Large Load Transmission Customer shall provide Transmission Owner with Required Security as contemplated herein prior to such assignment. No assignment of this 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.

7. GENERAL

7.1. Entire Agreement: This Agreement represents the entire agreement between Parties with reference to the subject matter hereof. This Agreement may not be amended, modified, or waived other than by a written document signed by all Parties.

7.2. Confidentiality

7.2.1. 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 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. § 388.113(c). Such confidentiality will be maintained in accordance with this Section 7.2. 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.

7.2.2. Term. During the Term of Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in Section 7 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 FERC policy and regulations.

7.2.3. 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 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 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.

7.2.4. 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 Large Load Transmission Customer, or to potential purchasers or assignees of Large Load Transmission Customer, on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Section 7 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 7.2.

7.2.5. 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.

7.2.6. 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.

7.2.7. 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 Agreement or its regulatory requirements.

7.2.8. 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 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.

7.2.9. Termination of Agreement. Upon termination of this 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 7.2 shall survive such termination.

7.2.10. 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 7.2. 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 7.2, 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 7.2, 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 7.2.

7.2.11. Disclosure to FERC, its Staff or a State. Notwithstanding anything in this Section 7.2 to the contrary, and pursuant to 18 C.F.R. § 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 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 C.F.R. § 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 Agreement prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this 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 C.F.R. § 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.

7.2.12. Competitively Sensitive Information. Subject to the exception in the preceding paragraph of this Section 7.2, any information that a disclosing Party claims is competitively sensitive, commercial or financial information under this 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 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.

7.3. Audit Rights. Subject to the requirements of confidentiality under Section 7.2 of this Agreement, (1) the accounts and records related to the adjustment provided for in Section 3.3.3 shall be subject to audit for a period of twenty-four (24) months following the date of the adjustment; and (2) the accounts and records related to the determination of whether Large Load Transmission Customer satisfied its Yearly Required Revenue Commitment shall be subject to audit for a period of twelve (12) months following each year's determination in accordance with this Section 7.3. Large Load Transmission 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 7.3 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 Agreement.

7.4. Remedies. The remedies set forth in this Agreement are in addition to any other remedies that Transmission Provider may have under Section 7 of the MISO Tariff.

7.5. Regulatory Approval: This Agreement and its terms shall be subject to approval, if applicable, by the Commission. This Agreement and its terms shall also be subject to, as applicable, the Tariff.

7.6. Force Majeure: No Party shall be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, if any Party's performance under this Agreement is hindered by an event of Force Majeure, it shall make all reasonable efforts to perform its obligations under this 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, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure. Economic hardship and/or economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomic are not considered Force Majeure events.

7.6.1. Notice. The Party unable to carry out an obligation imposed on it by this Agreement due to a Force Majeure event shall notify the other Parties in

writing or verbally with subsequent notice in writing within a reasonable time after the occurrence of the cause relied on.

7.6.2. Duration of Force Majeure. Except as set forth in Section 7.6.3, no Party will be considered in Default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. A Party shall not be responsible for any non-performance or be considered in breach or Default under this Agreement due to Force Majeure. A Party shall be excused from whatever performance is affected for only the duration of the Force Majeure event and while the Party exercises Reasonable Efforts to alleviate such situation. As soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence of Force Majeure, such Party shall give prompt notice thereof to the other Parties.

7.6.3. Obligation to Make Payments. Any Party's obligation to make payments or provide security shall not be suspended by Force Majeure.

7.7. 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.

7.8. Reservation of Rights: Nothing in this 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.

7.9. Governing Law. This Agreement is governed by and shall be construed in accordance with laws of the State/Commonwealth of [_____], without regard for any principles of conflicts of laws.

7.10. 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 Agreement, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Transmission 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 Agreement, regardless of whether the obligation is preceded by a specific directive.

7.11. No Waiver. It is mutually understood that any failure by a Party or inconsistency to enforce or require the strict keeping and performance by other Party or Parties of any of the provisions of this Agreement shall not constitute a waiver of such provisions, and shall not affect or impair such provisions in any way, or the right of the first Party 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 Agreement shall not affect the validity of this Agreement as a whole or the validity or any other provisions therein.

7.12. 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 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.

7.13. Execution. This Agreement is entered into by the authorized representatives of the Transmission Provider, Transmission Owner(s), and Large Load Transmission Customer whose signatures are set forth below. Executed counterparts of this Agreement may be delivered by electronic means, such as email, by a party and the receiving party may rely on the receipt of such executed counterpart as if the original has been received.

7.14. Headings. The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and are of no significance to the interpretation or construction of this Agreement.

8. NOTICES

8.1. General. Any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party may be so given, tendered or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

Transmission Owner's Representative and Address:

Large Load Transmission Customer's Representative and Address:

Transmission Provider's Representative and Address:

SIGNATURE PAGE FOLLOWS

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

Transmission Provider

Midcontinent Independent System Operator, Inc.

By: _____

Title: _____

Date: _____

Transmission Owner electing Section 3.3 or Section 3.4 [Transmission Owner to mark election]

[Insert name of Transmission Owner]

By: _____

Title: _____

Date: _____

Large Load Transmission Customer

[Insert name of Large Load Transmission Customer]

By: _____

Title: _____

Date: _____

EXHIBITS TO LARGE LOAD COST RECOVERY AGREEMENT

Exhibit A: Requested Transmission Service of the Large Load Transmission Customer

Exhibit B: Large Load Network Upgrades with estimated capital costs

[If more than one Transmission Owner in the Transmission Pricing Zone is required to construct Large Load Network Upgrades for the Large Load Transmission Customer, list the Large Load Network Upgrades by Transmission Owner] [If the Large Load Transmission Customer is responsible for only a percentage of the Large Load Network Upgrades, identify the percentage of the estimated capital costs.]

Exhibit C: Formula for Total Required Revenue Commitment, Incremental Revenue Requirement (Annual and 20-year), and Yearly Required Revenue Commitment

Exhibit D: Formula for Determination of Supplemental Payment

EXHIBIT C

Calculation of Total Required Revenue Commitment

Transmission Owner	
Transmission Customer	
Requested MWs	
MTEP Project #	

	TOTAL REQUIRED REVENUE COMMITMENT	LLNU #1	LLNU #2	LLNU #3	Total
1	Estimated In-Service Dates of Large Load Network Upgrades				
2	Estimated Large Load Network Upgrade Costs				$0
3	20-Year Fixed Charge Rate	0.0000%	0.0000%	0.0000%	
4	Estimated Annual Incremental Revenue Requirement	$0	$0	$0	$0
5	**20-Year Incremental Revenue Requirement/Total Required Revenue Commitment**	***$0***	***$0***	***$0***	***$0***
6	Maximum Large Load Network Upgrade Recovery Period				20
7	Yearly Required Revenue Commitment After Completion of Network Upgrades				$0
8	Estimated Date for Completion of all Network Upgrades				

EXHIBIT C

Incremental Revenue Requirement of Large Load Network Upgrades Calculation

(Unpopulated Template)

Project Name:		
Description		
Cost Year:		
Estimated or Actual Cost and ISD:		
Rate Recovery Period:		

Levelized Fixed Charge Computation:

LL Network Upgrade Capital Cost		$0
Incremental Revenue Requirement FCR	(Line 48)	0.0000%
Annual Incremental Revenue Requirement	(Line 19 x Line 20)	$0
20-Year Incremental Revenue Requirement	(Line 21 x 20)	$0

Fixed Charge Rate Calculation:

Investment	(Line 19)	0
PW Federal Tax Depreciation	[Line 110, Col (f)]	0
Applicable federal tax rate	(Line 61)	0.00%
PW Federal Tax Benefit	(Line 28 x Line 29)	0
PW State Tax Depreciation	[Line 110, Col (g)]	0
Applicable state tax rate	(Line 62)	0.00%
PW State Tax Benefit	(Line 32 x Line 33)	0
PW Tax Benefit	(Line 30 + Line 34)	0
Present Worth Cashflow	(Line 26 - Line 36)	0
Revenue Conversion Factor	[1/(1 - Line 60)]	1.0000

39	Present Worth Revenue Requirement			(Line 37 x Line 38)	0
40					
41	Discount Rate per Year			(Line 76)	0.0000%
42	Recovery Period (RP)				20
43	Annualization Factor			{ i [(1+i)^RP]} / {[(1+i)^RP] -1}	0.0000%
44				(where RP is Line 42, and i is Line 41)	
45					
46	Levelized Amount			(Line 39 x Line 43)	0
47					
48	Levelized Fixed Charge Rate (FCR)			(Line 46 / Line 26)	0.0000%
49					
50	Allocation Factor for Expense			((Lines 56 + 57 + 58) / Line 55)	0.0000%
51					
52	Project Name:	0			
53					
54	Inputs from Attachment O				
55	Gross Transmission Plant - Total				
56	O&M Expense				
57	General and Common (G&C) Depreciation Expense				
58	Taxes Other than Income Taxes				
59					
60	Combined Tax Rate (Attachment O, p3, Line 21)				
61	Applicable federal tax rate				
62	Applicable state tax rate	0.00%			
63					
64	Interest (Attachment O, p4, Line 21)				
65					
66	Preferred Dividends (Attachment O, p4, Line 22)				
67					
68					
69	Capital Structure	Amount	Weight	Cost	Weighted Cost
70	(Attachment O, page 4, Lines 27-30):				
71	Long-Term Debt		0.00%	0.00%	0.0000%
72	Preferred Stock		0.00%	0.00%	0.0000%
73	Common Equity		0.00%		0.0000%
74	Capitalization	0	0.00%		0.0000%
75					
76	Discount Rate			(Line 74 - (Line 60 x Line 71))	0.0000%
77					
78					
79					

MACRS Depreciation Rates with Bonus Depreciation Option:

(a) Year	(b) MACRS Rates	(c) MACRS Depr	(d) State Depr	(e) Present Worth Factor 1/(1+i)^n	(f) Present Worth Federal Tax Depreciation	(g) Present Worth State Tax Depreciation
Base	(Line 19)	$0	$0			
1	0.00%	0		1.000000	0	
Remaining Base	(Line 89-Line 90)	0.0				
1	5.00%	0	0	1.000000	0	0
2	9.50%	0	0	1.000000	0	0
3	8.55%	0	0	1.000000	0	0
4	7.70%	0	0	1.000000	0	0
5	6.93%	0	0	1.000000	0	0
6	6.23%	0	0	1.000000	0	0
7	5.90%	0	0	1.000000	0	0
8	5.90%	0	0	1.000000	0	0
9	5.91%	0	0	1.000000	0	0
10	5.90%	0	0	1.000000	0	0
11	5.91%	0	0	1.000000	0	0
12	5.90%	0	0	1.000000	0	0
13	5.91%	0	0	1.000000	0	0
14	5.90%	0	0	1.000000	0	0
15	5.91%	0	0	1.000000	0	0
16	2.95%	0	0	1.000000	0	0
	Total	0	0		0	0

Footnote:

Use line 90 if bonus depreciation is applicable

EXHIBIT D

Calculation of Supplemental Payment

Year #	Year	Average Zonal NITS Rate	Average Load per Month (MWs)	NITS Revenue Contribution	Yearly Required Revenue Commitment	NITS Revenue Contribution less Yearly Required Rev Com	Supplemental Payment
	(1)	(2)	(3)	(4)	(5)	(6)	(7)
		Monthly Calculation	Monthly Calculation	(2 x 3)	As Calculated	(4-5)	(-6)
1		$0	0	$0	$0	$0	**$0**
2		$0	0	$0	$0	$0	**$0**
3		$0	0	$0	$0	$0	**$0**
4		$0	0	$0	$0	$0	**$0**
5		$0	0	$0	$0	$0	**$0**
6		$0	0	$0	$0	$0	**$0**
7		$0	0	$0	$0	$0	**$0**
8		$0	0	$0	$0	$0	**$0**
9		$0	0	$0	$0	$0	**$0**
10		$0	0	$0	$0	$0	**$0**
11		$0	0	$0	$0	$0	**$0**
12		$0	0	$0	$0	$0	**$0**
13		$0	0	$0	$0	$0	**$0**
14		$0	0	$0	$0	$0	**$0**
15		$0	0	$0	$0	$0	**$0**
16		$0	0	$0	$0	$0	**$0**
17		$0	0	$0	$0	$0	**$0**

18	$0	0	$0	$0	$0	**$0**
19	$0	0	$0	$0	$0	**$0**
20	$0	0	$0	$0	$0	**$0**

ATTACHMENT MMM

FORM OF AGREEMENT FOR LARGE LOAD IMPACTED TRANSMISSION OWNER COST RECOVERY AGREEMENT

This Large Load Impacted Transmission Owner Cost Recovery Agreement ("Agreement") dated _____, _____, is entered into by and between _____, [corporation/limited liability company] organized under the laws of the State/Commonwealth of _____ ("Large Load Transmission Customer"), and _____, a [corporation/limited liability company] organized and existing under the laws of the State/Commonwealth of _____ ("Transmission Owner"), and Midcontinent Independent System Operator, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware ("Transmission Provider" or "MISO") to compensate the Transmission Owner for the Impacted Transmission Owner Large Load Network Upgrade(s) ("ITO-Large Load Network Upgrade(s)") necessary for Transmission Provider and Transmission Owner to operate and maintain the transmission system in a safe and reliable manner and provide Transmission Service to Large Load Transmission Customer. The ITO-Large Load Network Upgrade(s) are listed in Exhibit I of this Agreement. Large Load Transmission Customer, Transmission Owner, and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties".

WHEREAS, Transmission Provider has functional control of the operations of the Transmission System, as defined herein, and is responsible for providing Transmission Service on the Transmission System under the MISO Open Access Transmission, Energy, and Operating Reserve Markets Tariff ("Tariff"); and

WHEREAS, ITO-Large Load Network Upgrade(s) are those additions, modifications, and upgrades to be made to the Transmission System that are located outside of the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load, including the Transmission Owner's system protection facilities, to accommodate the interconnection of the Large Load to the Transmission System and are additions, modifications, and upgrades the Transmission Provider, through the Large Load Project Review ("LLPR") process, has found to be necessary for Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to Large Load Transmission Customer;

WHEREAS, Large Load Transmission Customer has requested Transmission Service through Transmission Provider's LLPR, which for purposes of this Agreement includes the Transmission Provider's Large Load Addition Resource Study Process ("LARS"), and will take Transmission Service on behalf of the Large Load; and

WHEREAS, Transmission Owner owns or operates all or a portion of the Transmission System outside of the Transmission Pricing Zone containing the Point(s) of Withdrawal for the Large Load and is required to construct ITO-Large Load Network Upgrade(s) as determined by Transmission Provider in the LLPR in order for the Transmission Provider and Transmission Owner to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to Large Load Transmission Customer; and

WHEREAS, Large Load Transmission Customer, Transmission Owner, and Transmission Provider have agreed to enter into this Agreement for the purposes of establishing the terms and conditions by which costs associated with the ITO-Large Load Network Upgrade(s) identified in the LLPR and documented in Exhibit I to this Agreement will be

recovered from Large Load Transmission Customer to mitigate the risk of cost shifting among other Transmission Customers.

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 Transmission Owner shall recover from Large Load Transmission Customer costs associated with the ITO-Large Load Network Upgrade(s), under the following terms and conditions.

I. Definitions

Capitalized terms used in this Agreement that are not otherwise defined herein shall have the meaning provided in the Tariff, as may be amended from time-to-time. In the event of a difference in a defined term between this Agreement and the Tariff, the defined term in this Agreement shall control.

II. Effective Date and Term

Unless terminated earlier by mutual agreement, the effective date of this 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 Agreement shall continue, as applicable, (a) until two hundred forty (240) months of Payments (defined below) for each ITO-Large Load Network Upgrade governed by this Agreement have been collected by Transmission Provider from Large Load Transmission Customer, unless the Parties mutually agree on a different term for this Agreement or (b) Large Load Transmission Customer has satisfied its payment obligations herein ("Term").

III. ITO-Large Load Network Upgrade(s) Charge

a. Notwithstanding any provision herein, Large Load Transmission Customer shall be responsible for the timely payment of all applicable Transmission Service charges incurred for taking Transmission Service to serve the Large Load in accordance with the Tariff.

b. In addition to any amounts owing pursuant to Section III.a hereof, Large Load Transmission Customer shall be responsible for the costs of the ITO-Large Load Network Upgrade(s) pursuant to either Section IV or Section V hereof ("Minimum Contribution"), at Transmission Owner's sole election.

c. Transmission Owner's election shall be evidenced on the signature page of this Agreement.

IV. ITO-Large Load Network Upgrade(s) Charge

a. Transmission Owner may roll into its rates for Transmission Service the capital costs of the ITO-Large Load Network Upgrade(s) constructed to accommodate Large Load Transmission Customer's Transmission Service request and in such event, Large Load Transmission Customer shall be responsible for the costs of the ITO-Large Load Network Upgrade(s), in accordance with the terms set forth below.

b. Beginning with the month following notification from Transmission Owner to Large Load Transmission Customer and Transmission Provider, that ITO-Large Load Network Upgrade has been placed in service ("In-Service Date") and continuing for the Term of this Agreement, Large Load Transmission Customer shall make a payment to Transmission Provider each month in the amount of the Monthly Revenue Requirement ("Payment") for the ITO-Large Load Network

Upgrade. Alternatively, Large Load Transmission 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 ITO-Large Load Network Upgrade governed by this Agreement, and shall make annual payments equivalent to twelve (12) months of Payments for each calendar year until the first ITO-Large Load Network Upgrade under this Agreement to be placed in service has less than twelve (12) months of Payments owing in a calendar year, after which Large Load Transmission Customer shall resume making monthly Payments for each ITO-Large Load Network Upgrade. In no event shall the total amount paid by Large Load Transmission Customer to Transmission Provider for an ITO-Large Load Network Upgrade be less than the equivalent amount due if there were instead monthly Payments for the entire Term of this Agreement.

c. Each Payment shall be due and payable by the 15th day of each month ("Monthly Due Date") for the Term of this Agreement, or, if Large Load Transmission Customer elects to switch to an annual payment after the first June 1 following the In-Service Date of the last ITO-Large Load Network Upgrade, each annual Payment for the ITO-Large Load 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 ITO-Large Load Network Upgrade is placed in service, and every twelve months thereafter ("Annual Due Date") until the first ITO-Large Load Network Upgrade placed in service has less than twelve (12) months of Payments owing in a calendar year, after which Large Load Transmission Customer shall resume making monthly Payments by the 15th day of each month

until Large Load Transmission Customer has paid the equivalent of monthly Payments for each ITO-Large Load Network Upgrade under this Agreement. Transmission Owner shall provide Large Load Transmission Customer and Transmission Provider with notice each year of the change in Payment amount as a result of annual changes to Transmission Owner's Attachment O Formula Rate as described below.

d. Initial Payment(s) shall be based on the Estimated ITO-Large Load Network Upgrade Initial Capital Cost ("Initial Capital Cost") as illustrated in the table below.

Description [chart may be modified to cover more than one ITO-Large Load Network Upgrade]	**Amount**
Estimated ITO-Large Load Network Upgrade Network Upgrade ("**Initial Capital Cost**")	**$**_____
Revenue Requirement Levelized Fixed Charge Rate	_____**%**
Annual Revenue Requirement	**$**_____
Monthly Revenue Requirement ("**Payment**")	**$**_____

e. The Payment by Large Load Transmission Customer to Transmission Provider for the ITO-Large Load Network Upgrade(s) shall be updated by the Transmission Owner as the specific ITO-Large Load Network Upgrade(s) identified in the above table and otherwise subject to this 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 II of this Agreement and rounded to the nearest whole dollar. The updated Formula will be applied to each respective ITO-Large Load Network Upgrade (i.e., as Exhibit II-A, II-B,

etc.). The Formula calculates the Levelized Fixed Charge Rate and Payment based on the Initial Capital Cost, the Term of this Agreement in years, and certain historic, actual data from Transmission Owner's Attachment O Formula Rate (or successor rate) under the Tariff, including: (i) Transmission Owner's Combined Tax Rate; (ii) the amounts of Transmission Owner Interest on Long Term Debt; (iii) the Long Term Debt and Common Equity balances; (iv) Transmission Owner's FERC approved Return on Equity; (v) depreciation expense; (vi) total operations and maintenance expense; (vii) general and common depreciation expense; (viii) taxes other than income taxes; and (ix) total gross transmission plant. Beginning June 1 of the first or second calendar year following the In-Service Date, as applicable based on when the Actual ITO-Large Load Network Upgrade Initial Capital Cost ("Actual Capital Cost") is determined, and each subsequent June 1 thereafter, the Payment shall be updated based on Transmission Owner's Attachment O Formula Rate using data from the previous calendar year and the Actual Capital Cost. Any adjustment to the inputs to Transmission Owner's Attachment O Formula Rate or successor rate under the Tariff used in the Formula shown in Exhibit II of this Agreement shall require a recalculation of the Formula for the period to which such adjustment applies and require revised Payment amounts and refunds or surcharges, as necessary.

f. Each Party shall make available to the other Party information necessary to verify the costs incurred by the other Party to carry out each Party's obligations and responsibilities under this Agreement, provided that the Parties shall use such

information only for purposes set forth in this Section IV and to enforce their respective rights under this Agreement.

g. Subject to the requirements of confidentiality under Section IX.b of this Agreement: (1) the accounts and records related to the design, engineering, procurement, and construction of the ITO-Large Load Network Upgrades shall be subject to audit for a period of twenty-four (24) months following the In-Service Date of each such ITO-Large Load Network Upgrade; (2) the accounts and records related to the one-time true-up adjustment provided for in paragraph (h) of this Section shall be subject to audit for a period of twenty-four (24) months following the date the true-up adjustment described in paragraph (h) of this Section IV; and (3) the accounts and records related to the annual inputs to the Formula shown in Exhibit II of this Agreement shall be subject to audit for a period of twelve (12) months following each year's Formula update in accordance with this Section IV. Large Load Transmission Customer, at its expense, shall have the right, during normal business hours, and upon prior reasonable notice to the Transmission Owner, to audit such accounts and records. Any audit authorized by this Section IV 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 Agreement.

h. A one-time true-up adjustment shall be calculated within one (1) year of the In-Service Date when the Actual Capital Cost is known, and all costs associated with the Estimated ITO-Large Load Network Upgrade Initial Capital Cost have been accounted for. The true-up adjustment will be equal to the difference between the

amount of the Payments collected to-date and what the amount of the Payments collected to-date would have been using the Actual Capital Cost. The true-up adjustment, either as a credit due or as a charge to Large Load Transmission Customer, shall be included in Large Load Transmission Customer's next due Payment, 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. Transmission Provider will invoice Large Load Transmission Customer upon determination of the true-up as provided herein.

i. Any Payment from Large Load Transmission Customer shall be treated as a revenue credit against the revenue requirement for the Transmission Owner.

j. Transmission Owner shall include a workpaper in Transmission Owner's annual informational filing detailing the crediting of any Payments.

V. ITO-Large Load Network Upgrade(s) Directly Assigned

a. Transmission Owner may directly assign the costs of ITO-Large Load Network Upgrade(s) to Large Load Transmission Customer, and in such event, Large Load Transmission Customer shall be responsible for the costs in accordance with the terms set forth below.

b. Large Load Transmission Customer shall be responsible for the costs incurred by Transmission Owner related to the ITO-Large Load Network Upgrade(s) on a direct assignment basis, with payments due as specified in a separate agreement among Transmission Owner and Large Load Transmission Customer to be filed with the Commission. Large Load Transmission Customer shall post sufficient

financial security to cover the costs of the Estimated ITO-Large Load Network Upgrade(s) Initial Capital Cost, as set forth in Section VI hereof.

c. Transmission Owner agrees that it shall not recover the costs of the ITO-Large Load Network Upgrade(s) from other Transmission Customers.

d. Transmission Owner shall include a workpaper in Transmission Owner's annual informational filing detailing how the ITO-Large Load Network Upgrade(s) are not recovered from other Transmission Customers.

e. Costs incurred by Transmission Owner are subject to adjustment as the actual costs of the Large Load Network Upgrade(s) are determined.

f. The Estimated ITO-Large Load Network Upgrade(s) Initial Capital Cost or "Initial Capital Cost" is listed in Exhibit I to this Agreement.

VI. Security

a. Large Load Transmission Customer shall provide Transmission Owner with security in the form of irrevocable security reasonably acceptable to Transmission Owner (for example, a letter of credit, surety bond, or parent guaranty) in an amount equal to the Initial Capital Cost (the "Required Security"). Unless the Parties otherwise agree, the Required Security shall be provided within the later of: (a) forty-five (45) Calendar Days of the execution of this Agreement; (b) forty-five (45) Calendar Days of the acceptance of this Agreement by FERC if this Agreement is filed unexecuted or as a non-conforming agreement and the Required Security is being protested by Large Load Transmission Customer; or (c) forty-five (45) Calendar Days of the date of filing of this Agreement if it is filed unexecuted or as a non-conforming agreement and the Required Security is

not being protested by Large Load Transmission Customer. The Parties may agree to proceed with design, procurement, and construction of the ITO-Large Load Network Upgrade(s) pending FERC action if the Agreement is filed unexecuted. Failure to provide the Required Security within the above timeframe will result in the Large Load Application being immediately withdrawn.

b. Upon Transmission Owner's request, Transmission Owner and Large Load Transmission Customer will enter into a separate agreement regarding the design, procurement, construction and installation of the ITO-Large Load Network Upgrade(s) ("ITO-Large Load Network Upgrade Construction Agreement"), which will be filed with the Commission. Such ITO-Large Load Network Upgrade Construction Agreement shall not relieve Transmission Owner and Large Load Transmission Customer from the requirement to enter into this Agreement. However, if Large Load Transmission Customer provides the Required Security required hereunder prior to providing the security required under the ITO-Large Load Network Upgrade Construction Agreement, the Required Security may be applied as the security for the ITO-Large Load Network Upgrade Construction Agreement if the form, terms, and provider of the Required Security provided hereunder allow it. If Large Load Transmission Customer provides the security required under the ITO-Large Load Network Upgrade Construction Agreement prior to providing the Required Security required hereunder, the security required under the ITO-Large Load Network Upgrade Construction Agreement may be applied as the Required Security if the forms, terms, and provider of the security under the ITO-Large Load Network

Upgrade Construction Agreement allow it. In no event shall Large Load Transmission Customer and Transmission Owner allow security to lapse between any ITO-Large Load Network Upgrade Construction Agreement and this Agreement. Likewise, in no event shall Large Load Transmission Customer be required to maintain concurrently the full amount of security under the ITO-Large Load Network Upgrade Construction Agreement and the Required Security under this Agreement.

c. The Required Security shall remain in place for the remaining months of the Term. Beginning June 1 of the first or second calendar year following the In-Service date of an ITO-Large Load Network Upgrade, as applicable, and after the Actual Capital Cost is known, and each subsequent June 1 thereafter, upon Large Load Transmission Customer's written request to Transmission Owner, Transmission Owner may reduce the Required Security to an amount no less than Large Load Transmission Customer's remaining Minimum Contribution owing hereunder; provided that, such request shall be made no more than once a year following the In-Service date of the ITO-Large Load Network Upgrade; provided that any such reduction in the amount of Required Security must be evidenced to Transmission Owner in the form of a revised form of Required Security reasonably acceptable to the Transmission Owner or as otherwise agreed by the Parties. Transmission Owner shall not unreasonably deny Large Load Transmission Customer's request to reduce Required Security under this Section.

d. In the event Large Load Transmission Customer fails to make a payment hereunder when due, Transmission Owner shall be entitled to draw on the

Required Security posted by Large Load Transmission Customer in the amount of any missed payment plus any accrued interest charges based on the Commission's regulations at 18 C.F.R. § 35.19a. If Large Load Transmission Customer fails to make payment by the due date and Required Security has been depleted, Large Load Transmission Customer shall provide Transmission Owner with new security, in a form reasonably acceptable to Transmission Owner within thirty (30) days of Transmission Owner's demand ("New Security" or "Required Security").

e. Required Security shall remain in place until expiration of this Agreement. Any Required Security provided by Large Load Transmission Customer must be kept active, must continue to meet Transmission Owner's Required Security requirements and must be available to Transmission Owner for the purpose of securing payment under this Agreement. Any fees or costs associated with the provision of Required Security are the responsibility of Large Load Transmission Customer.

f. Large Load Transmission Customer acknowledges that the construction of the ITO-Large Load Network Upgrade(s) under a separate agreement could be subject to tax gross-up, as applicable, upon Large Load Transmission Customer's default under this Agreement and that the Required Security provided hereunder could be used to cover such obligations.

VII. Breach, Default, and Cross-Default

a. General: Upon a breach under this Agreement, the non-breaching Party shall give written notice of such breach to the breaching Party. 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 VII.a or is not capable of being cured within the period provided for herein, the breaching Party shall be in default under this Agreement.

b. Customer Default: Large Load Transmission Customer shall be in default of this Agreement if Large Load Transmission Customer: (i) fails to make two (2) consecutive Payments when due or be more than sixty (60) Calendar Days late in providing an annual Payment; provided, however, that the non-breaching Parties have given Large Load Transmission Customer written notice of such breach and Large Load Transmission Customer has failed to cure such breach consistent with Section VII.a hereof; (ii) fails to provide New Security within thirty (30) Calendar Days of Transmission Owner's demand for New Security; or (iii) otherwise fails to perform any material term or condition of this Agreement. In the event of default, Large Load Transmission Customer shall promptly pay all amounts still owed under this Agreement. In the event that Large Load Transmission Customer does not promptly pay all amounts due and owing, the Transmission Owner may draw on the remaining balance of the Required Security provided by Large Load

Transmission Customer. This payment or draw on the Required Security does not limit any and all rights and remedies available to the Transmission Provider or Transmission Owner allowed by law with respect to such default or collecting all amounts owed for the remaining months due under this Agreement. Large Load Transmission Customer shall indemnify Transmission Provider or Transmission 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 Agreement. If Transmission Owner draws on the remaining balance of the Required Security, Transmission Owner will ensure that such amount is reflected in its rates in a manner that mitigates cost shifts to other Transmission Customer's. Transmission Owner shall include a workpaper in the Transmission Owner's annual informational filing detailing how it mitigates cost shifts to other Transmission Customers.

c. Transmission Owner Default: Transmission Owner shall be in default of this Agreement if: (1) it fails to provide Large Load Transmission Customer with any of the information access and audit rights provided in Section III hereof; (2) such failure is not cured following notice from Large Load Transmission Customer as provided in Section VII.a hereof; and (3) such failure has a material adverse effect on Large Load Transmission Customer's ability to perform under this Agreement.

d. Cross Default: This Agreement is a requirement for Transmission Service under the Tariff when a Transmission Owner is required to construct ITO-Large Load Network Upgrade(s) as determined by Transmission Provider in the LLPR, as set forth in this Agreement. Notwithstanding anything to the contrary contained in

this Agreement, a breach by Large Load Transmission Customer of any provision, covenant or other term or condition contained in an ITO-Large Load Network Upgrade Construction Agreement or agreement entered into pursuant to Section V hereof shall be considered a breach under this Agreement. Likewise, an event of default by Large Load Transmission Customer hereunder shall, after the passage of all applicable notice and cure or grace periods, be considered a default under any ITO-Large Load Network Upgrade Construction Agreement or agreement entered into pursuant to Section V hereof. Transmission Owner and Transmission Provider 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 Agreement, any ITO-Large Load Network Upgrade Construction Agreement, and any agreement entered into pursuant to Section V hereof by reason of a breach or default.

VIII. Assignment

This Agreement shall inure to the benefit of and be binding upon each Party's successors and permitted assigns. No Party shall assign this 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 Large Load Transmission Customer shall provide Transmission Owner with Required Security as contemplated herein. No assignment of this Agreement shall release the Required Security held under this Agreement 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. Other

a. Entire Agreement: This Agreement represents the entire agreement between Transmission Owner and Large Load Transmission Customer with reference to payment for the ITO-Large Load Network Upgrade(s) provided by Transmission Owner for Large Load Transmission Customer. This 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 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. § 388.113(c). Such confidentiality will be maintained in accordance with this Section IX.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 Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Section IX.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 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 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 Large Load Transmission Customer, or to potential purchasers or assignees of Large Load Transmission Customer, on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Section IX.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 IX.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 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 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 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 IX.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 IX.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 IX.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 IX.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 IX.b.

Disclosure to FERC, its Staff or a State. Notwithstanding anything in this Section IX.b to the contrary, and pursuant to 18 C.F.R. § 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

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 C.F.R. § 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 Agreement prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this 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 C.F.R. § 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 subparagraph of this Section IX.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 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 Agreement and its terms shall be subject to approval, if applicable, by the Commission. This Agreement and its terms shall also be subject to, as applicable, the Tariff.

d. Force Majeure:

Definition. No Party shall be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, if any Party's performance under this Agreement is hindered by an event of Force Majeure, it shall make all reasonable efforts to perform its obligations under this 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, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure. Economic hardship and/or economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomic are not considered Force Majeure events.

Notice. The Party unable to carry out an obligation imposed on it by this Agreement due to a Force Majeure event shall notify the other Parties in writing or verbally with subsequent notice in writing within a reasonable time after the occurrence of the cause relied on.

Duration. Except as set forth in this Section IX.d, no Party will be considered in Default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. A Party shall not be responsible for any non-performance or be considered in Breach or Default under this Agreement due to Force Majeure. A Party shall be excused from whatever performance is affected for only the duration of the Force Majeure event and while the Party exercises Reasonable Efforts to alleviate such situation. As soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence of Force Majeure, such Party shall give prompt notice thereof to the other Parties.

Obligation to Make Payments. Any Party's obligation to make Payments or provide security shall not be suspended by Force Majeure.

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, either Party may file any action allowed by law and this Service Agreement.

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 Agreement, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Transmission 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 Agreement, regardless of whether the obligation is preceded by a specific directive.

h. Governing Law: This Agreement is governed by and shall be construed in accordance with laws of the State/Commonwealth of [_____], without regard for any principles of conflicts of laws.

i. No Waiver: It is mutually understood that any failure by Transmission Owner or inconsistency to enforce or require the strict keeping and performance by Large Load Transmission Customer of any of the provisions of this Agreement shall not constitute a waiver by Transmission Owner of such provisions, and shall not affect or impair such provisions in any way, or the right of Transmission 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 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 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.

k. Headings. The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and are of no significance to the interpretation or construction of this Agreement.

X. Notices and Contacts

Any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party may be so given, tendered or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

Transmission Owner's Representative and Address:

Large Load Transmission Customer's Representative and Address:

Transmission Provider's Representative and Address:

SIGNATURE PAGE FOLLOWS

THIS AGREEMENT IS ENTERED INTO BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES WHOSE SIGNATURES ARE SET FORTH BELOW. EXECUTED COUNTERPARTS OF THIS 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 Agreement to be executed by their respective authorized officials.

Transmission Provider

Midcontinent Independent System Operator, Inc.

By: _____

Title: _____

Date: _____

Transmission Owner electing Section IV____ or Section V____ [Transmission Owner to mark election]
[Insert name of Transmission Owner]

By: _____

Title: _____

Date: _____

Large Load Transmission Customer

[Insert name of Large Load Transmission Customer]

By: _____

Title: _____

Date: _____

Exhibit I

ITO- Large Load Network Upgrade(s) with estimated capital costs

[If the Large Load Transmission Customer is responsible for only a percentage of the ITO-Large Load Network Upgrades, identify the percentage of the estimated capital costs.]

Exhibit II

Formula for Revenue Requirement of ITO-Large Load Network Upgrade(s)

Revenue Requirement of ITO-Large Load Network Upgrades Calculation (Unpopulated Template)

Project Name:

Description

Cost Year:

Estimated or Actual Cost and ISD:

Rate Recovery Period:

Levelized Fixed Charge Computation:

ITO-Large Load Network Upgrade			
Capital Cost		$0	
Revenue Requirement FCR	(Line 48)	0.0000%	
Annual Revenue Requirement	(Line 19 x Line 20)	$0	
20-Year Revenue Requirement	(Line 21 x 20)	$0	

Fixed Charge Rate Calculation:

26	Investment	(Line 19)	0
27			
28	PW Federal Tax Depreciation	[Line 110, Col (f)]	0
29	Applicable federal tax rate	(Line 61)	0.00%
30	PW Federal Tax Benefit	(Line 28 x Line 29)	0
31			
32	PW State Tax Depreciation	[Line 110, Col (g)]	0
33	Applicable state tax rate	(Line 62)	0.00%
34	PW State Tax Benefit	(Line 32 x Line 33)	0
35			
36	PW Tax Benefit	(Line 30 + Line 34)	0
37	Present Worth Cashflow	(Line 26 - Line 36)	0
38	Revenue Conversion Factor	[1/(1 - Line 60)]	1.0000
39	Present Worth Revenue Requirement	(Line 37 x Line 38)	0
40			
41	Discount Rate per Year	(Line 76)	0.0000%
42	Recovery Period (RP)		20
43	Annualization Factor	{ i [(1+i)^RP]} / {[(1+i)^RP] -1}	0.0000%
44		(where RP is Line 42, and i is Line 41)	
45			
	Levelized		
46	Amount	(Line 39 x Line 43)	0
47			
48	Levelized Fixed Charge Rate (FCR)	(Line 46 / Line 26)	0.0000%
49			
50	Allocation Factor for Expense	((Lines 56 + 57 + 58) / Line 55)	0.0000%
51			
52	Project Name: 0		
53			
54	Inputs from Attachment O		
55	Gross Transmission Plant - Total		
56	O&M Expense		
57	General and Common (G&C) Depreciation Expense		
58	Taxes Other than Income Taxes		

Combined Tax Rate (Attachment O, p3, Line 21)		
Applicable federal tax rate		
Applicable state tax rate	0.00%	
Interest (Attachment O, p4, Line 21)		
Preferred Dividends (Attachment O, p4, Line 22)		

Capital Structure	Amount	Weight	Cost	Weighted Cost
(Attachment O, page 4, Lines 27-30):				
Long-Term Debt		0.00%	0.00%	0.0000%
Preferred Stock		0.00%	0.00%	0.0000%
Common Equity		0.00%		0.0000%
Capitalization	0	0.00%		0.0000%
Discount Rate		(Line 74 - (Line 60 x Line 71))		0.0000%

MACRS Depreciation Rates with Bonus Depreciation Option:

(a) Year	(b) MACRS Rates	(c) MACRS Depr	(d) State Depr	(e) Present Worth Factor 1/(1+i)^n	(f) Present Worth Federal Tax Depreciation	(g) Present Worth State Tax Depreciation
Base	(Line 19)	$0	$0			
1	0.00%	0		1.000000	0	
Remaining Base	(Line 89-Line 90)	0.0				

92							
93	1	5.00%	0	0	1.000000	0	0
94	2	9.50%	0	0	1.000000	0	0
95	3	8.55%	0	0	1.000000	0	0
96	4	7.70%	0	0	1.000000	0	0
97	5	6.93%	0	0	1.000000	0	0
98	6	6.23%	0	0	1.000000	0	0
99	7	5.90%	0	0	1.000000	0	0
100	8	5.90%	0	0	1.000000	0	0
101	9	5.91%	0	0	1.000000	0	0
102	10	5.90%	0	0	1.000000	0	0
103	11	5.91%	0	0	1.000000	0	0
104	12	5.90%	0	0	1.000000	0	0
105	13	5.91%	0	0	1.000000	0	0
106	14	5.90%	0	0	1.000000	0	0
107	15	5.91%	0	0	1.000000	0	0
108	16	2.95%	0	0	1.000000	0	0
109							
110		Total	0	0		0	0
111							
112	Footnote:						
113	*Use line 90 if bonus depreciation is applicable*						
114							

Tab C

Tab C

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Midcontinent Independent System Operator, Inc.	**)**	**Docket No. ER27-___-000**

PREPARED DIRECT TESTIMONY OF
JEANNA FURNISH
SENIOR DIRECTOR, EXPANSION PLANNING

I. PROFESSIONAL BACKGROUND AND QUALIFICATIONS

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND RELATIONSHIP TO THE MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

A. My name is Jeanna Furnish. I am the Senior Director, Expansion Planning for the Midcontinent Independent System Operator, Inc. ("MISO"). My business address is 720 City Center Drive, Carmel, IN 46032.

Q. PLEASE BRIEFLY DESCRIBE YOUR EDUCATION AND PROFESSIONAL BACKGROUND.

A. I hold a Bachelor of Science in Electrical Engineering from Ohio Northern University. I have been employed by MISO since 2006 in a variety of different roles. I have over 20 years of electric industry experience in transmission planning and have held engineering positions in energy incentive programs and transmission planning with MISO and with Northeast Utilities. While working at MISO, I have been involved with directing the development of the MISO Transmission Expansion Plan ("MTEP"), studying the interconnection of new generation resources, reviewing transmission impacts for resource adequacy, coordinating firm flow entitlements on the transmission system, participating in outage planning coordination, and developing MISO's Long-Range Transmission Planning ("LRTP") initiative. In addition, I have served on national and regional groups dedicated to ensuring transmission reliability (the ISO/RTO Council, Eastern Interconnect Planning Collaborative, and SERC).

Starting in 2020 in my role as a Director of Expansion Planning, I have improved MISO's Expedited Project Review ("EPR") process to its current state and used this experience to inform the development of the Large Load Project Review ("LLPR") process. I oversee

the implementation of the public facing MTEP portal for stakeholders to have up-to-date information on MTEP projects, which was used to inform MISO's current and developing dashboards for large loads. In this role, I was also a member of the leadership team supporting multiple aspects of the LRTP Tranche 2.1 studies, which included model development, economic planning, and development of the business case supporting the LRTP Tranches 2.1 studies ("Tranche 2.1" or "LRTP Tranches 2.1").

Q. PLEASE DESCRIBE YOUR CURRENT ROLE AND RESPONSIBILITIES.

A. As the Senior Director of Expansion Planning, my current responsibilities include coordinating the development of the local and regional transmission plans (MTEP), in particular ensuring that plans comply with Applicable Reliability Standards. For LRTP planning, I supported the teams that reviewed technical information and made recommendations regarding transmission needs and transmission solutions. I also oversee teams that work with the local or near-term planning involving the collaboration of the local and regional plans. Finally, I served as the MISO staff liaison to the MISO stakeholder committee charged with setting the scope and review of the MTEP, the Planning Advisory Committee, during the improvement of the EPR process. I have been directly involved in the preparation and development of the current proposals.

Q. HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY IN A REGULATORY PROCEEDING?

A. Yes. I have sponsored testimony in various proceedings before FERC and state public utility commissions on matters relating to MISO, including a matter dealing with the calculation of transmission capability. Most recently, I provided an affidavit regarding local transmission planning in FERC Docket No. EL25-44-000.

II. PURPOSE OF TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. My testimony has two purposes. First, my testimony supports the proposed Tariff revisions submitted in this docket to implement the Large Load Project Review ("LLPR") process. MISO continues to propose tools and methods to address the challenge of integrating large loads onto MISO's system and I address the overarching study process for how MISO assesses these large loads before they connect to MISO's system. Second, my testimony also explains how MISO is addressing the transparency concerns in the Commission's Show Cause Order related to large load integration issued to MISO in Docket No. EL26-70-000 on June 18, 2026 ("Show Cause Order").

Q. WHY IS THE LLPR PROCESS NEEDED?

A. MISO's existing study processes require supplementation and enhancement to efficiently address both the number and size of large loads looking to connect to MISO's Transmission System, especially given the speed with which many of them seek to come online. In partnership with its stakeholders, MISO was already working to address large loads in its Large Load Working Group ("LLWG"), but the Commission's June 18, 2026, Show Cause Order accelerated MISO's plans to implement a better framework for addressing large loads in its footprint. The Large Load Project Review process builds on MISO's existing Expedited Project Review ("EPR") process but limits it to Large Loads. MISO's existing EPR process will continue to apply for other loads and urgent transmission needs. MISO is making these changes to address the Commission's Show Cause Order and to incorporate enhancements from MISO's broader large load effort while preserving the core functions that have long supported reliable load integration.

Q. PLEASE PROVIDE A HIGH-LEVEL OVERVIEW OF THE KEY COMPONENTS OF THE LLPR PROPOSAL.

A. The LLPR process applies to new Large Loads, which are loads that are greater than or equal to 50 MW or existing Large Loads that are increasing in size by at least 25 MW, as defined in MISO's recent Interconnection Reliability Requirements filing.[1] Large Load Applications may be submitted at any time to MISO on a rolling basis by Large Load Transmission Customers. MISO will initiate the LLPR study process three times within a 365-day period. The LLPR study process will be based on the annual cumulative MTEP process, which provides a documented approach to identifying reliability needs, considering and defining solutions (including relevant alternatives), and providing structured stakeholder review opportunities. In the study, MISO confirms that the proposed transmission solutions address the identified needs associated with integrating the Large Load into the Transmission System and determines whether additional transmission needs exist that must be addressed including the consideration of relevant alternatives. At the end of the LLPR process, the Large Load will receive MTEP approval, and the Large Load Transmission Customer must execute or request the unexecuted or non-conforming filing of one or more cost recovery agreements with the Transmission Provider and Transmission Owner(s) on whose facilities Large Load Network Upgrades or Impacted Transmission Owner Large Load Network Upgrades ("ITO-Large Load Network Upgrades") are needed (Large Load Network Upgrades and ITO-Large Load Network

[1] MISO, Transmittal Letter, *Interconnection Reliability Requirements for Large Loads*, Docket No. ER26-3650-000, at 1, 4 (Aug. 28, 2026) ("IRR Transmittal").

Upgrades collectively are referred to as "Large Load Upgrades").[2] The Large Load will be subject to MISO's Interconnection Reliability Requirements. A depiction of the overall LLPR study timeline is provided as Attachment A to my testimony.

Q. WHAT IS THE OUTCOME OF THE LLPR PROCESS?

A. The outcome of the LLPR process is 1) one or more MTEP-approved projects to facilitate reliable integration of the Large Load into MISO's Transmission System (if required); 2) one or more cost recovery agreements establishing the Large Load Transmission Customers responsibility for the required Large Load Upgrades; 3) an operating agreement for the Large Load, which I discuss in more detail later in my testimony; and 4) granting of the Transmission Service requested in the Large Load Application.

III. DESCRIPTION OF THE LLPR PROCESS

Q. HOW DOES A LARGE LOAD PARTICIPATE IN THE LLPR PROCESS?

A. The Large Load Transmission Customer looking to participate in the LLPR process must submit a Large Load Application to MISO as well as a non-refundable application fee of $250,000 and the required applicable study deposits. While only the Large Load Transmission Customer may submit a Large Load Application, it must collaborate with the Transmission Owner and the entity that owns or operates the Large Load to assemble required information and complete certain studies prior to submitting the application to MISO. Once the Large Load Application is submitted, the information provided in the application including the requested transmission service, identified MW amount, and other application details may not be changed.

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[2] The proposed framework includes a *pro forma* Large Load Cost Recovery Agreement and a *pro forma* Large Load Impacted Transmission Owner Cost Recovery Agreement, which are described later in my testimony.

A. THE LARGE LOAD APPLICATION

Q. WHAT IS THE LARGE LOAD APPLICATION?

A. MISO is establishing a single application process for LLPR participants and as the main method for requesting several different transmission services. The Large Load Transmission Service Application (the "Large Load Application") will be a single submission consisting of the materials required by Attachment FF. The Large Load Application is the entry point for Large Load Transmission Customers to commence the LLPR process. Within the application, the Large Load Transmission Customer must indicate whether it is proposing a new Large Load or requesting an expansion of an existing Large Load. The Large Load Transmission Customer must identify how much firm or non-firm service the load is requesting and whether the load is bringing generation with it or not. Critically, as part of the Large Load Application, the Large Load Transmission Customer must select the specific study process it is requesting that MISO complete and the options include: LLPR resulting in Network Integrated Transmission Service ("NITS") or a form of NITS including Firm Service Step Up ("FSSU"), Interim Network Transmission Service ("Interim NITS"), or the Large Load Addition Resource Study Process ("LARS"). FSSU or Interim NITS may be selected during the application process but may also be selected after the LLPR study is completed. The requested service study process and MW amount identified in the Large Load Application may not be changed after it is submitted to MISO.

Q. WHAT IS INCLUDED IN THE LARGE LOAD APPLICATION?

A. The Large Load Application's requirements align with and improves upon MISO's existing EPR process as it is based on the information that is already requested as part of current

EPR submittals as well as incorporating the new IRR for Large Loads. While the Large Load Application process may only be initiated by the Large Load Transmission Customer, the Interconnection Customer(s) (for LARS), and the Transmission Owner must all complete the required information as part of the Large Load Application before it is reviewed by MISO. Required pieces of the Large Load Application include:

- Identification of the Large Load and one Point of Withdrawal ("POW");
- An attestation signed by the Large Load Transmission Customer;
- The Transmission Owner's interconnection study report and any identified Large Load Upgrades that are required;
- Any of the Alternative Transmission Technologies ("ATT")/Grid-Enhancing Technologies ("GET") that were considered and the outcome of that analysis;
- The required technical data, full site control and model information including valid models for electromagnetic transient ("EMT") studies;
- Facility information and the amount of firm and non-firm transmission service requested;
- A one-line diagram;
- An executed LLPR System Impact Study Agreement;
- Signed non-disclosure agreements; and
- The required payments and deposits.

In addition, the Large Load Application incorporates any additional requirements that are specific to a process or type of Transmission Service if such process or service is selected.

Q. WHAT IF THE RELEVANT TRANSMISSION OWNER IS UNKNOWN TO THE APPLICANT?

A. In the event that the relevant Transmission Owner is unknown, then the Large Load Transmission Customer may request that MISO provide the relevant Transmission Owner's name and contact information through a request form. The Large Load Transmission Customer must also provide relevant information to MISO to help MISO identify the relevant Transmission Owner. MISO will provide the Large Load Transmission Customer with the requested information identifying the relevant Transmission Owner.

Q. WHAT STUDY FILES ARE REQUIRED AS PART OF THE LARGE LOAD APPLICATION?

A. In order to have a complete Large Load Application upon submission, the Large Load Transmission Customer must collaborate with the Large Load and other parties such as the Transmission Owner to provide the specific modeling information that is necessary to perform powerflow and stability studies. MISO also requires EMT work to be completed in the pre-application phase in order to capture the complete list of Large Load Upgrades and to ensure that the Large Load has taken into consideration any necessary mitigation to meet MISO's IRRs. Additional requirements include detailed information on Large Load composition, operating characteristics, and protection settings, which are necessary to accurately represent how computational loads respond to grid disturbances. The disturbances may include voltage dips, frequency deviations, and the rapid load fluctuations necessary to support evaluation of the IRRs. MISO is also offering an optional MISO-sourced EMT study with requirements identified in Attachment FF-10, which will

require an additional study deposit of $100,000. The optional study is provided for situations where technical assistance with the EMT study may be required as a service facilitated by MISO. Collecting this information at the application stage enables a timely and consistent review process, supports reliable planning decisions, and results in the timely identification of the full set of Large Load Upgrades that are needed to reliably service the Large Load.

Q. WHY IS MISO REQUIRING A SIGNED ATTESTATION WITH THE LARGE LOAD APPLICATION?

A. The Large Load Transmission Customer must attest that it has an executed commercial agreement, such as an Energy Service Agreement, with the Large Load. The Energy Service Agreement provides the commitment from the Large Load that they are moving forward with their project, which helps reduce the number of speculative applications submitted to MISO. In the attestation itself, the Large Load Transmission Customer must: 1) acknowledge that any additional mitigations remain subject to review by MISO; 2) certify that it will comply with all applicable IRRs; 3) attest that it has a commercial agreement with the entity that owns the Large Load; and 4) confirm that it does not have any other requests for transmission service for the same Large Load anywhere else. An attestation is necessary for several reasons. First, it establishes that the predicate commercial relationships and agreements exist between the parties at the time of application submission. This will reduce the submission of speculative, premature, or otherwise incomplete Large Load Applications. Second, the attestation binds the Large Load Transmission Customer to the applicable Tariff study requirements at the outset. Third, the acknowledgment acts as a deterrent to Large Load Transmission Customers

submitting duplicative Large Load Applications to provide Transmission Service to the same Large Load. Violation of this attestation provides grounds for withdrawing a Large Load Application from the LLPR process. This facilitates greater certainty for all stakeholders regarding what Large Load Upgrades are expected to be built and avoids the artificial inflation of costs that such duplicative requests may cause.

Q. WHEN MUST A LARGE LOAD APPLICATION BE SUBMITTED?

A. MISO will accept Large Load Applications on a rolling basis. There will be three LLPR study cycles completed in a 365-day period with the analysis/mitigation/report study portion of each cycle completed in approximately 90 days. Customers interested in joining the next LLPR study period must submit their Large Load Application to MISO by no later than the Large Load Application deadline as published on the MISO public website, which—except for the first LLPR study after Commission acceptance—will be at least 90 days prior to the application deadline.[3] MISO will keep a rolling list of Large Load Applications. A valid Large Load Application will be included in the next available LLPR study period that commences after the application is submitted and validated by MISO.

Q. DOES THE LLPR PROCESS INCLUDE A DEFICIENCY CURE PERIOD FOR APPLICANTS?

A. Yes. After receiving a Large Load Application, MISO will review the application material and, within 15 business days of receipt, notify the Large Load Transmission Customer of any identified application deficiencies and an explanation of the reasons for the deficiencies. The Large Load Transmission Customer will have 10 business days from

[3] MISO is currently planning to commence the first LLPR study process in the first quarter of 2027. The first Large Load Application deadline will be on March 1, 2027.

receipt of the deficiency notification from MISO to cure the identified deficiencies. There will only be one deficiency review period of 15 business days for MISO and one cure identification period of 10 business days for the Large Load Transmission Customer, unless MISO identifies another deficiency later in the process. The Large Load Transmission Customer will have 5 business days to address any errors that are identified later in the LLPR study process. If the Large Load Transmission Customer is unable to cure the identified deficiencies, then the Large Load Application will be deemed withdrawn and the non-refundable application fee will be forfeited. A withdrawn Large Load Application may be submitted again in a future LLPR study cycle.

B. THE LLPR STUDY PROCESS

Q. WHAT IS THE LARGE LOAD PROJECT REVIEW (LLPR) PROCESS?

A. The LLPR process creates a formal, standardized process to connect Large Loads to MISO's Transmission System by utilizing and improving MISO's existing EPR process as the basis for the LLPR requirements. MISO is proposing to complete the LLPR process three times per 365-day period and will align with the proposed LARS study. The LLPR process will provide a transparent and predictable pathway for identifying network upgrades while balancing speed, reliability, and stakeholder engagement. The LLPR process will assess the transmission infrastructure needed to meet new Large Loads in an efficient process that can be executed on a shorter timeline, further supplementing the opportunities available for members to facilitate new Large Loads effectively. The LLPR process also harmonizes with the Commission's Show Cause goals while offering Large Load Transmission Customers increased speed and certainty for required network

upgrades. This also ties into MISO's transparency commitments for Large Load transmission requests, which I will address later in my testimony.

Q. WHAT IS THE OVERALL TIMELINE FOR THE LLPR PROCESS?

A. The LLPR study process will be completed three times per 365-day period based on any Large Load Applications received by the application deadline. MISO is proposing that the analysis, mitigation, and study report portion of the LLPR study process will conclude in approximately 90 days. This does not include the pre-application phase, which may take as long as necessary, the application deficiency/cure process, or the modeling building process. MISO will not be able to confirm that it has received all the required information until the model building phase. Moreover, to ensure that MISO can complete the analysis, mitigation, and finalize the study report in 90 days, MISO has defined specific mitigation windows that must be met or the Large Load Transmission Customer will risk being withdrawn from the process. MISO has added these specific mitigation windows into the LLPR process after learning from its experience in the EPR study process where projects may delay submitting potential mitigation for identified transmission issues. MISO needs to have certainty in one LLPR study cycle before it can start the next LLPR study cycle and will withdraw projects that are not able to identify and agree on the appropriate mitigation within the required timeframe. If a Large Load project is withdrawn from the LLPR process, it may resubmit the project in a future LLPR study cycle.

Q. WHAT ARE THE MODELING ASSUMPTIONS USED ACROSS THE LLPR STUDY PROCESS?

A. The LLPR study begins with the MTEP models as a base to contain consistent topology, generation, and load assumptions. The transmission reliability studies will employ a

cumulative study of the Large Loads that evaluates the combined impact of previously approved Large Load projects with the incremental addition of the Large Loads in the current study cycle to ensure the complete impacts of the Large Load are observed. MISO's Large Load study process focuses on accounting for impacts of the proposed loads and coordination with affected systems. This allows MISO to identify any necessary transmission needs because the model tools provide MISO with ability to understand unique impacts that can be relied upon if any projects withdraw from the LLPR process. The Transmission Owner's initial set of transmission solutions are identified and submitted to MISO for the integration of the load using MTEP established processes and practices. MISO considers any additional relevant transmission solutions that may be appropriate for the project.

Q. WHAT IS THE LLPR MODEL BUILD PROCESS AND REVIEW PERIOD?

A. After the conclusion of the Large Load Application review process, MISO will make reasonable efforts to build the model within 30 calendar days, including all Large Loads within a given LLPR process. Within the first 5 business days, any incremental updates are applied to the latest MTEP LLPR model. The models for LLPR will start with and rely on the MTEP model process and will build upon each other for each LLPR study cycle (three times per 365-day period). The models and assessments of preliminary steady-state assessment results will be posted for applicant review to support model review and validation. The Transmission Owner and Large Load Transmission Customer will then have 5 business days to review the model and provide any necessary revisions. MISO planners will then revise the model with the identified revisions that are reasonable and appropriate.

Q. WHAT IS THE LLPR SYSTEM IMPACT STUDY?

A. MISO will commence the LLPR System Impact Study within two business days following the completion of the model review period. The LLPR System Impact Study is an analysis of the impacts of the Large Loads within a given cycle on MISO's Transmission System based on any applicable planning criteria. It follows MISO's standard MTEP process for the study scope, analysis, and models with additions as appropriate for Large Loads. MISO will post all proposed Large Load Applications to be included in the upcoming LLPR System Impact Study on its MTEP webpage and will send notice of their posting to stakeholders within two weeks after the start of each analysis/mitigation/report portion of the study cycle. If any Transmission Issues are identified as part of the study, then MISO will collaborate with the Transmission Owner(s) on the development of possible solutions, including ATTs/GETs; such coordination will also extend to the selection of the preferred solution. The expectation is that the Transmission Owner(s) will coordinate with the Large Load Transmission Customer throughout this process. The Transmission Owners have fifteen business days to respond with possible solutions and any costs associated with the identified Transmission Issues. MISO will then have ten business days to review the Transmission Issues and, if any more are identified, the Transmission Owners will have an additional ten business days to develop new proposed solutions and identify any associated costs with those solutions. MISO will have five business days to review and test the proposed mitigation and, if the Transmission Issues are not resolved, then the Large Load

Application will be withdrawn, and the project will be removed from the LLPR study process.

At the conclusion of this review, MISO will provide a draft LLPR Study Report to the Large Load Transmission Customer and applicable Transmission Owner(s), who then have five business days to review and provide comments. After reviewing and reconciling any comments, MISO will provide the final LLPR Study Report and relevant cost recovery agreement(s) to the Large Load Transmission Customer and any applicable Transmission Owners and in parallel discuss the outcome of the study with stakeholders. MISO will consider Large Load Upgrades associated with a Large Load Application as approved, include them in subsequent MTEP models, and confer the obligation to construct such facilities to the relevant Transmission Owner, after the stakeholder comment period and upon the execution of all relevant cost recovery agreement(s) or upon the filing of a non-conforming or unexecuted cost recovery agreement with the Commission.

Q. WILL RESTUDIES BE ALLOWED IN THE LLPR PROCESS?

A. No. There will be no restudies completed in the LLPR process. If the Large Load withdraws from the LLPR process the non-refundable application fee and deposits are forfeited. The LLPR study process ends with MTEP approval following the execution or submission to the Commission of the relevant cost recovery agreement(s). After such MTEP approval, the Large Load Transmission Customer remains responsible for the Large Load Upgrade costs identified through the LLPR based on the terms in the cost recovery agreement, as reinforced by security, which protects other Transmission Customers from cost shifts if the load fails to materialize. Thus, if the load ultimately is not built, or its service is terminated, no restudy is needed because the Large Load Transmission Customer

remains responsible for any associated upgrade costs assigned to their project. Thus, it is generally assumed the assigned Large Load Upgrades will be built given the commitment made by the Large Load Transmission Customer in the cost recovery agreement. This enables certainty for later projects and MTEP cycles, and it enables LLPR studies to move at the speed required without disrupting future LLPR study cycles.

Q. WHAT HAPPENS TO WITHDRAWN LARGE LOAD APPLICATIONS AND THEIR PROJECTS?

A. Multiple outcomes are possible based on the timing of when a Large Load Application withdraws. If the Large Load Application is withdrawn prior to execution of the cost recovery agreement(s), then they lose the non-refundable $250,000 application fee and any study deposits up to that point in time. If the Large Load Application is withdrawn after execution of the cost recovery agreement(s), then the Large Load Transmission Customer similarly loses the non-refundable fees and the study deposits but remains subject to the conditions of the applicable cost recovery agreement. If the Large Load Transmission Customer later seeks to re-enter the LLPR process, they may do so but must submit a new Large Load Application and identify any information that has changed since the last application. MISO will include the new application in the next available LLPR study period.

Q. WHAT IS THE OPERATIONS AGREEMENT THAT IS REQUIRED AS PART OF THE LLPR PROCESS?

A. MISO created a unique Large Load exhibit to work with the existing Network Integrated Transmission Service Agreement that documents specific information for the Large Load. The parties to the operations agreement are the Large Load Transmission Customer and

MISO. The agreement also requires the Large Load to adhere to MISO's operating IRRs. The agreement is created once the Large Load Upgrades are in place and the Large Load Transmission Customer obtains the required CPNode.

Q. WHAT IS THE STAKEHOLDER FORUM PROCESS?

A. The finalization of the LLPR process for a Large Load begins with stakeholder discussion in a formal forum hosted by MISO, to discuss both the project recommendations and associated costs. MISO commits to holding these stakeholder forums at least on a triannual basis. Stakeholders will have a defined comment period outlined in the Transmission Planning Business Practices Manual ("TPBPM"). MISO has timed the LLPR process and stakeholder forums in such a way as to allow for consideration of stakeholder comments in the MTEP approval of the projects identified by an LLPR study. The tender and execution of the cost recovery agreements occur in parallel to the stakeholder process. A Large Load project is considered approved by MISO either at the completion of the stakeholder review process, execution of a conforming cost recovery agreement, or filing of an unexecuted or non-conforming cost recovery agreement with the Commission, whichever is later.

C. <u>OTHER DETAILS OF THE LLPR PROCESS</u>

Q. HOW ARE LARGE LOADS CURRENTLY STUDIED?

A. MISO's EPR process has most recently been used to address large load additions. The EPR process exists to address urgent system enhancement needs that cannot wait for the full MTEP cycle and studies projects where any delay could jeopardize system reliability. During the MTEP26 cycle, MISO has approved 26 GW of Spot Loads. These 47 loads (making up the 26 GW) are located across MISO's entire footprint, with high

concentrations in the Central and South regions. In conjunction with the Transmission Owners, MISO developed and approved an additional 40 Corrective Action Plan ("CAP") transmission projects to reliably support the integration of the load. Currently, an additional 10 GW of load is under study.

Q. IS THE LLPR STUDY SIMILAR TO MISO'S CURRENT EPR PROCESS?

A. Yes, although the LLPR study process builds on previous lessons learned, continues key improvements, and incorporate elements responsive to the Show Cause Order. For example, in 2024 and 2025, MISO made changes to the EPR study process with its stakeholders to be able to better respond to new large load requests. Many of these changes remain intact for the LLPR process with additional modifications from the lessons learned from the EPR process over the past couple of years. The transmission needed to reliably serve large loads is primarily studied through MISO's existing EPR process, which provides approval in approximately four to seven months instead of the 18-month MTEP cycle. Now, MISO is proposing to formalize the EPR process for new Large Loads that are at least 50 MW or existing loads that are adding at least 25 MW. Thus, the LLPR study process is very similar to the EPR process, with improvements and process elements tailored to the characteristics and Commission concerns regarding Large Load integrations. The size of the load will determine which study process it may participate in. The specific improvements made to the LLPR process include requiring more detailed information at the application phase, adding a formal review and cure process of the application, adding defined timelines for solutions to transmission needs with the ability to withdraw projects that do not make meaningful progress, requiring cost recovery agreements, posting more information to increase transparency in the process, and requiring the execution of the

operating agreement for each Large Load by the Large Load Transmission Customer and MISO.

Q. CAN PROJECTS CURRENTLY IN THE EPR PROCESS TRANSFER TO THE LLPR PROCESS?

A. No. MISO will not allow projects currently in the EPR process to automatically transfer to the LLPR process. Large Loads that qualify to participate in the LLPR process must first withdraw from the EPR process and then prepare a complete Large Load Application before applying to participate in the LLPR study process.

Q. DOES MISO'S PREVIOUSLY PROPOSED LARS STUDY PROCESS FIT WITH THE LLPR PROCESS?

A. Yes. MISO designed LARS so that it will work with both MISO's current MTEP study processes and also with the LLPR study process once it is accepted by the Commission. LARS and LLPR were largely developed in tandem. MISO chose to file LARS earlier while continuing to develop LLPR in order to provide the necessary lead time to implement the LARS process given its significant benefits for very large loads and paired generation as well as the expectation that LARS will be useful to enable generation before MISO receives final Commission acceptance for the LLPR study process.

Further, in its recently submitted Answer in the LARS Docket No. ER27-25-000, MISO committed to reconciling its proposed LARS and LLPR Tariff language to ensure alignment and that the improvements afforded by LLPR will be incorporated into LARS. This may be required, as MISO proposed to implement LARS as soon as Q1 of 2027 following its approval by the Commission. This approach was undertaken to ensure LARS could move forward rapidly, without making it dependent on other filings. However, once

both LARS and LLPR are approved, MISO will file any necessary proposed Tariff language to ensure their full alignment. In addition, MISO has proposed standalone Tariff language in this docket that would make the cost recovery agreements proposed in this docket applicable to new LARS studies. This will allow a valuable accountability tool to become immediately available even before the subsequent reconciliation filing is accepted.

Q. CAN A LARGE LOAD COME ONLINE IN PHASES?

A. Yes, a Large Load may come online in phases. In order for MISO to determine what models to use for the Large Load's analysis, the Large Load Application must identify the total expected MW amount of the Large Load once it is finally completed. The Large Load may come online in phases and share that detail with MISO, including the timeline and anticipated MW withdrawn per phase.

IV. LLPR AND FERC'S SHOW CAUSE ORDER

Q. IS THE LLPR PROCESS RESPONSIVE TO FERC'S SHOW CAUSE ORDER?

A. Yes. The LLPR is responsive to the Commission's Show Cause Order. The Commission preliminarily found, among other things, that MISO's existing Tariff may be unjust and unreasonable because it did not include provisions addressing "the application process, study procedures, and ongoing operational requirements that apply to Eligible Customers seeking transmission service on behalf of large loads" and did not have any provisions providing transparency concerning the network upgrade costs to provide transmissions service to Large Loads or a *pro forma* cost recovery agreement between MISO, the relevant Transmission Owner, and the customer taking service on behalf of the Large Load.[4] The LLPR study process is part of MISO's answer to the Commission's Show Cause Order and

[4] *Midcontinent Indep. Sys. Operator, Inc.*, 196 FERC ¶ 61,123, at P 3 (2026) ("Show Cause Order").

provides a mechanism for MISO to study Large Loads on an expedited basis and in a transparent manner.

Q. HOW DOES LLPR ADDRESS FERC'S SHOW CAUSE ORDER?

A. The LLPR process addresses the concerns identified in the Commission's Show Cause Order by creating a uniform Tariff-defined application and study process for integrating Large Loads onto MISO's Transmission System, by providing transparency of the Large Load Upgrade costs associated with Large Loads, and adding *pro forma* cost recovery agreements to its Tariff. The LLPR process enables MISO to evaluate Large Loads and the necessary transmission solutions to rapidly and reliably integrate them onto MISO's system.

Q. PLEASE ELABORATE ON HOW THE LLPR PROCESS PROVIDES SPEED TO POWER TO ENABLE LARGE LOAD DEVELOPMENT.

A. Through the LLPR process, MISO is now formalizing and expediting a process it has used to study and connect loads to the Transmission System. MISO is committed to completing the LLPR study process three times in each 365-day period, which provides an expedited review process for these Large Loads with studies that can be completed in a similar timeframe as Expedited Project Review process while adding new agreements, transparency mechanisms, and safeguards to allow subsequent LLPR and other MISO processes to be conducted with a far lower risk of being impacted by Large Load withdrawals. LLPR is one tool for achieving speed to power for Large Load integration with more specialized tools available to specific types of integrations that warrant such specialized tools (*e.g.*, ZGIA and LARS). All of these proposals are providing speed to power to help integrate large loads onto the grid as quickly and reliably as possible.

A. THE LLPR COST RECOVERY AGREEMENTS

Q. DOES THIS FILING ESTABLISH A NEW COST RECOVERY FRAMEWORK FOR LARGE LOADS?

A. Yes. While the proposed filing retains MISO's existing project types and associated cost allocations, it is creating a new cost recovery agreement for Large Load Upgrades in the form of the *pro forma* Cost Recovery Agreement and the Large Load Impacted Transmission Owner Cost Recovery Agreement (the "Cost Recovery Agreements" or "CRAs"). The proposed cost recovery agreements assign the cost of the Large Load Network Upgrades and the Impacted Transmission Owner's Large Load Network Upgrades to the Transmission Customer taking service on behalf of the Large Load (or Large Load Transmission Customer).

Q. WHAT ARE THE GOALS OF THE COST RECOVERY FRAMEWORK?

A. The goals of the cost recovery framework, as further explained by Mr. Gudeman's testimony included in this docket, are to facilitate transparency related to Large Loads and mitigate the risk of cost shifts among the Transmission Customers and Transmission Owners related to the integration of Large Loads, while continuing to enable existing retail-side regulatory approaches. The proposed cost recovery agreements and transparency dashboard will provide information on a project-specific and footprint wide basis, provide a mechanism for assigning cost responsibility to the Large Load Transmission Customers as contemplated by the Show Cause Order while respecting the role of retail regulators in preventing cost shifts from large loads and providing additional information that retail regulators may find useful in developing and implementing their own policies.

Q. WHAT ARE THE COST RECOVERY AGREEMENTS ASSOCIATED WITH THE LLPR PROCESS?

A. As stated above, there are two different *pro forma* cost recovery agreements associated with the LLPR process. First, the Large Load Cost Recovery Agreement ("LL-CRA") establishes the Large Load Transmission Customer's cost responsibility for its Large Load Network Upgrades. Second, the Large Load Impacted Transmission Owner Cost Recovery Agreement ("LLITO-CRA") establishes the Large Load Transmission Customer's cost responsibility for the Impacted Transmission Owner Large Load Network Upgrades.

Q. WHAT ARE THE PURPOSES OF THESE COST RECOVERY AGREEMENTS ASSOCIATED WITH THE LLPR PROCESS?

A. As explained in Mr. Gudeman's testimony, the purpose of the Cost Recovery Agreements is to mitigate the risk of unfair cost shifting among Transmission Customers. Consistent with the concerns identified by the Commission in the Show Cause Order, the cost recovery mechanism implemented by the CRAs require "a specified minimum financial contribution and financial security sufficient to secure such contribution," thus mitigating cost shifting if the Large Load Transmission Customer ultimately takes less Transmission Service than anticipated because the Large Load does not materialize as planned or is not developed at all. Put plainly, the agreements are designed to ensure the Large Load Transmission Customer is always responsible for the costs of the Large Load Upgrade(s) to mitigate the cost shifts to other Transmission Customers, in addition to all applicable Transmission Service charges incurred for taking transmission service to serve the Large Load.

B. TRANSPARENCY AND LARGE LOAD DEVELOPMENT

Q. WHAT TRANSPARENCY ELEMENTS DID THE COMMISSION DESCRIBE IN ITS SHOW CAUSE ORDER?

A. The Commission indicated its desire for MISO's Tariff to include the following:

> "additional transparency concerning the Network Upgrade costs to provide transmission service to Eligible Customers on behalf of large loads, a *pro forma* cost recovery agreement between MISO, the relevant transmission owner, and Eligible Customer taking transmission service on behalf of the large load to mitigate the risk of cost shifting among transmission customers, and a mechanism to ensure such payments are appropriately credited toward transmission owners' transmission revenue requirements consistent with the Commission's cost-of-service regulations."[5]

The Commission also directed MISO and the TOs implement a "systematic provision of data on MISO's website" that would allow "users to filter the data, regarding the cost for Network Upgrades needed to provide transmission service to Eligible Customers on behalf of large loads."[6] The Commission also found "that cost transparency measures are needed to provide stakeholders with sufficient information and visibility regarding the Network Upgrades, and their associated costs, needed to provide transmission service to Eligible Customers on behalf of large loads."[7]

Q. HOW IS MISO ADDRESSING THESE TRANSPARENCY ELEMENTS OF THE SHOW CAUSE ORDER?

A. MISO is proposing new Tariff language in Attachment FF that describes how MISO will address the transparency requirements identified in the Commission's Show Cause Order. MISO will fulfill these requirements through a combination of the information provided in

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5 Show Cause Order at P 3.

6 *Id.* at P 67.

7 *Id.* at P 71.

the cost recovery agreements and a Large Load dashboard demonstrating the proposed projects on a map of MISO's footprint.

Q. WHAT WILL BE INCLUDED IN THE LARGE LOAD DASHBOARD?

A. In the September 23, 2026, Large Load Working Group ("LLWG") meeting, MISO presented a preliminary mockup of a Large Load dashboard, which will provide a map of MISO's footprint indicating where the LLPR projects will be constructed.[8] MISO is making numerous changes to its public website to incorporate searchable data that will enable users to identify the Large Load Upgrades that are needed to accommodate requests for Transmission Service by the Large Load Transmission Customer. MISO will require Transmission Owners to publicly post and regularly update data that details: 1) the aggregate amount of proposed Large Load additions in each Transmission Pricing Zone; 2) the planned Large Load Upgrades needed to provide the service, identified by type of equipment and Large Load Upgrade for each transmission service request; and 3) all cost estimates for those Large Load Upgrades.

Q. HOW WILL THE COST RECOVERY AGREEMENTS ADDRESS THE COMMISSION'S TRANSPARENCY REQUIREMENTS?

A. The Cost Recovery Agreements will address the Large Load Upgrades identified at the completion of the LLPR studies and will provide transparency on how the Large Load Transmission Customer will cover their share of Large Load Upgrades and the system transmission revenue requirements to prevent cost shifting to other Transmission Customers. As stated above, Large Load Transmission Customers will make a minimum

[8] MISO, *Cost Shifting Risk Among Transmission Customers* (LLWG 2026 8), Sept. 23, 2026, available at: https://www.misoenergy.org/events/2026/large-load-working-group-llwg---september-23-2026/

contribution toward the revenue requirement of the Transmission Owner(s) responsible for constructing the Large Load Upgrades identified by MISO in the LLPR to mitigate the risk of cost shifting among Transmission Customers resulting from a Transmission Customer's taking of Transmission Service on behalf of a Large Load. Financial security sufficient to secure the minimum contribution obligation of the Large Load Transmission Customer is also required.

Q. WHO WILL BE ABLE TO ACCESS THE INFORMATION INCLUDED IN THE LARGE LOAD DASHBOARD?

A. All the information required to meet the Show Cause Order's public posting requirements will be publicly displayed on MISO's Large Load Dashboard. Each Large Load that is displayed on the dashboard will be assigned a spot load ID and any of the MTEP projects associated with the Large Load's spot ID will also be displayed on the dashboard.

Q. WHO WILL BE ABLE TO ACCESS INFORMATION CONTAINED IN THE COST RECOVERY AGREEMENTS, AND WHAT RESTRICTIONS ARE PLACED ON IT?

A. Any executed cost recovery agreements will be submitted to the Commission in MISO's Electronic Quarterly Reports ("EQR") and will be maintained on MISO's public website in accordance with EQR practices for other types of agreements subject to the EQR process. Any unexecuted or non-conforming cost recovery agreements will be submitted to the Commission.

As with other types of agreements, to the extent that parties to the cost recovery agreements request CEII or confidential treatment for specific data, MISO would post a public version on its website that redacts the confidential/CEII. All information required by the Show

Cause Order will be accessible through the dashboard and through publicly posted agreements. Access to the non-public versions of the cost recovery agreements will be governed by MISO's existing nondisclosure agreements and Tariff requirements, and any applicable Commission regulations.

Q. HOW DOES THE INFORMATION THAT WILL BE MADE AVAILABLE AS A RESULT OF THIS FILING COMPARE TO THE TYPES OF INFORMATION CURRENTLY MADE AVAILABLE FOR PROJECTS ASSOCIATED WITH LARGE LOADS?

A. As part of the current EPR process, MISO meets regularly with stakeholders to review the proposed projects including information on the project's general description, type, system need the project is addressing, the cost of the project, and the expected In Service Date.[9] MISO also provides registered users through its Help Center to access an EPR Dashboard, which shows approved EPRs on a map of MISO's footprint. The dashboard also provides information related to each EPR including: Target MTEP Cycle, MTEP Project ID, the Submitting Transmission Owner, the state and planning region the EPR will be located in, the project type, the MW value for the associated load, the current cost of the project, and the expected In-Service Date.[10] MISO does not currently provide the specific network upgrade costs or identify how much the cost the Large Load is paying through the EPR

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[9] *See* MISO, *EPR Results and MISO Recommendation*, Expedited Project Review Technical Studies Task Force (EPR-TSTF), Nov. 3, 2026, available at: https://cdn.misoenergy.org/20261103%20EPR-TSTF%20Item%2002%20EPR%20Results%20and%20MISO%20Recommendations_UPDATED792864.pdf?_t_id=l9Gg4u-W5J4Gs9EIwC6FYw%3d%3d&_t_uuid=RDhu0aSqSNic0rELG-CSGg&_t_q=EPR&_t_tags=language%3aen%2csiteid%3a11c11b3a-39b8-4096-a233-c7daca09d9bf%2candquerymatch&_t_hit.id=Optics_Models_Find_RemoteHostedContentItem/792864&_t_hit.pos=3.

[10] While the EPR Dashboard is publicly available, an account must be created in MISO's Help Center MTEP portal process to view it. The portal is available here: https://help.misoenergy.org/knowledgebase/article/KA-01366/en-us.

process. Nor does MISO's current process require additional or different information to be provided for larger loads. MISO's Large Load dashboard will provide more information that is currently provided in the form of location, project description, and cost of the Large Load Upgrades. The posted/filed cost recovery agreements provide an even further layer of information specific to individual Large Load Upgrades identified through the LLPR process, as contemplated by the Show Cause Order.

V. THE LLPR STAKEHOLDER PROCESS

Q. PLEASE DESCRIBE THE STAKEHOLDER PROCESS USED TO DEVELOP THIS PROPOSAL.

A. MISO has engaged in detailed discussions with stakeholders on Large Load issues since 2024 through various stakeholder entities and workshops. MISO first discussed Large Loads with stakeholders in the context of EPR process improvements at the Planning Advisory Committee ("PAC") and Planning Subcommittee ("PSC") in 2024 and 2025. MISO first introduced the LLPR concept to stakeholders at the August 27, 2026, LLWG meeting.[11] At the meeting, MISO provided a high-level overview of the LLPR concept and solicited feedback from stakeholders. MISO requested written feedback by September 10, 2026, asking stakeholders to specifically provide feedback on the proposed Large Load Project Review requirements and scope. MISO received feedback from eleven stakeholder entities.[12]

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[11] MISO, *Large Load Application and Study Process* (LLWG-2026-7), LLWG, Aug. 27, 2026, available at: file:///C:/Users/v747053/OneDrive%20-%20MISO%20Energy/Documents/LLPR/Stakeholder%20Documents/August_Large%20Load%20Application%20and%20Study%20Process%20Presentation.pdf.

[12] MISO, *Stakeholder Feedback*, LLWG: Large Load Application and Study Process (LLWG-2026-7), available at: LLWG: Large Load Application and Study Process (LLWG-2026-7) (20260827).

At the September 23, 2026, MISO presented an updated proposal of LLPR and discussed the relationship between the Large Load Transmission Customers, the requested transmission service, and the MTEP process.[13] MISO also introduced the *pro forma* provisions in a transmission service agreement between MISO and the Transmission Customer.[14] MISO also explained that if generation is involved, the LLPR process may be aligned with the LARS study process for large loads greater than or equal to 200 MW, or a ZGIA may be executed prior to entering the LLPR process to be utilized for co-location. MISO noted that the LLPR process would be completed three times in a 365-day period to align with LARS. MISO requested feedback on the proposed Tariff language and any questions or clarifications regarding the LLPR process by October 7, 2026. MISO again received comments from eleven stakeholder entities.[15]

On October 28, 2026, MISO subsequently presented updates on the Large Load Application and Study Process at the LLWG meeting.[16] MISO used the time to cover additional details regarding the process to answer questions received through the stakeholder feedback process. MISO incorporated Tariff language for the Cost Recovery Agreement and provided new exhibits related to the LLPR process. MISO again requested

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13 MISO, *Large Load Application and Study Process* (LLWG-2026-7), LLWG, Sept. 23, 2026, available at: https://www.misoenergy.org/events/2026/large-load-working-group-llwg---september-23-2026/.

14 *Id.*

15 MISO, *Stakeholder Feedback*, LLWG: Large Load Application and Study Process (LLWG-2026-7), available at: https://www.misoenergy.org/engage/stakeholder-feedback/2026/llwg-application-and-study-process-tariff-and-process-design-llwg-2026-7-20260923/.

16 MISO, *Large Load Application and Study Process* (LLWG-2026-7), LLWG, Oct. 28, 2026, available at: https://cdn.misoenergy.org/20261029%20LLWG%20Item%2006%20Large%20Load%20Application%20and%20Study%20Process%20(LLWG-2026-7)791445.pdf.

stakeholder feedback on the updated Tariff language and the newly proposed exhibit by November 4, 2026. MISO received feedback from twelve different stakeholder entities.[17] A table listing the date and links to the stakeholder meetings is provided as Attachment B hereto.

Q. WHAT WAS MISO'S RESPONSE TO CONCERNS AND RECOMMENDATIONS FROM OTHER STAKEHOLDERS RELATED TO THE COST RECOVERY AGREEMENTS AND OTHER ELEMENTS OF THE LLPR PROCESS?

A. At the August 27th LLWG meeting, MISO solicited feedback from stakeholders on the details of the proposed cost recovery agreements to mitigate cost shifting among transmission customers. At the September 23rd and October 8th LLWG meetings, MISO presented conceptual examples of the agreements with increasing amounts of details in the agreement to mitigate cost shifting among transmission customers, taking and incorporating stakeholder feedback each time. MISO and the MISO Transmission Owners made changes to the proposed cost recovery agreements and discussed the changes at the October 29th LLWG meeting.

Specifically, in response to earlier feedback, MISO and the Transmission Owners clarified that the Large Load Transmission Customer is always responsible for the costs of the Large Load Upgrade(s) to mitigate the cost shifts to other Transmission Customers and changed the amount of financial security to be the capital cost of the Large Load Upgrade(s).

Stakeholder feedback on the LLPR process generally indicated consistent requests for a formal, standardized report documenting assumptions, scope, violation, mitigations,

[17] MISO, *Stakeholder Feedback*, LLWG: Large Load Application and Study Process (LLWG-2026-7), available at: https://www.misoenergy.org/engage/stakeholder-feedback/2026/llwg-large-load-project-review-llwg-2026-7-20261029/.

upgrades, costs, timelines, operational requirements, and ATT/GETs evaluation. MISO agreed to develop a standardized report including assumptions, scope, upgrade costs, timelines, and ATT/GETs considerations. MISO also agreed to provide additional information on the EMT/stability requirements in response to stakeholders. MISO explained that the EMT analysis and coordination would need to occur prior to submission of the Large Load Application. Many stakeholders recommended that MISO retain the existing EPR pathway, which MISO agreed to but limited to smaller sized loads. Although stakeholders suggested that MISO build in a resource adequacy linkage into the LLPR process, MISO declined to incorporate that into the process but noted that it provides multiple pathways for resource development to support load growth (including ZGIA, LARS, and existing PGIA avenues). MISO remains committed to working with stakeholders and the members of the LLWG to ensure that MISO adequately addresses the changes required by large load development. MISO will continue to engage with stakeholders as final details surrounding the large load framework are developed in response to FERC's Show Cause Order.

Q. WHAT WAS MISO'S RESPONSE TO CONCERNS AND RECOMMENDATIONS FROM OTHER STAKEHOLDERS REGARDING THE TRANSPARENCY ELEMENTS OF MISO'S PROPOSAL INCLUDING ITS PROPOSED LARGE LOAD DASHBOARD?

A. MISO provided stakeholders with multiple opportunities to share any concerns or recommendations regarding the transparency and cost recovery agreement elements of MISO's proposal. The opportunities to provide feedback were between August and

October following each LLWG meeting. MISO provided detailed responses to the feedback received, which can be found on the MISO website.[18]

During the August 27th LLWG meeting, MISO requested feedback on what additional data related to transmission costs resulting from the provision of transmission service to Large Loads would be useful to include on MISO's website. This feedback influenced the initial draft proposal of the Large Load Dashboard, which was presented to stakeholders at the LLWG meeting on September 9th. In this iteration, MISO added the project development stage, the total MWs of each Large Load, and the In-Service Dates of the Large Load projects.

Between the September 9th and October 29th LLWG meetings, MISO made additional changes to the proposed Large Load Dashboard to reflect both the concerns and recommendations identified by stakeholders regarding the transparency elements of MISO's proposal. These changes came in the form of adding more information to the dashboard to enhance the transparency surrounding the Large Loads and their associated costs.

More specifically, MISO added the project description and cost shared status for each Large Load project and clarified that MISO would be providing other information that was already available in other public sources including: the MTEP appendix information, the project planning region, the Transmission Owner based project IDs, the system need of the project, and the projects created on date. Stakeholders requested the MTEP Appendix Information and the Planning Region information, but MISO clarified that information was already captured in the Large Load Dashboard. While the stakeholders requested the

[18] MISO, *Stakeholder Feedback*, available at: https://www.misoenergy.org/engage/stakeholder-feedback/.

Transmission Owner Project ID, MISO clarified that it uses the unique identifier of the MTEP Project ID. MISO also clarified that the system need could already be found in the Large Load project's description and type.

VI. CONCLUSION

Q. IN YOUR OPINION, IS MISO'S FILING JUST AND REASONABLE?

A. Yes. The LLPR proposal addresses certain specific needs that MISO, the Commission, and the stakeholder process identified in enabling Large Load Transmission Customers to connect to MISO's system. The proposed new Tariff revisions address both Commission and stakeholder concerns and will significantly enhance MISO's ability to ensure resource adequacy and reliability needs. The proposed Tariff revisions will also enable a pathway for Large Loads to achieve speed to reliable power and support the responsible growth and use of these assets, while offering customers optimized transmission solutions and greater certainty to support siting, financing, and state coordination.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

Affidavit of Jeanna Furnish

COUNTY OF HAMILTON)
)
STATE OF INDIANA)

Jeanna Furnish, being duly sworn, deposes and states that she prepared the Prepared Direct Testimony of Jeanna Furnish, and the statements contained therein are true and correct to the best of her knowledge and belief.

Jeanna Furnish

Jeanna Furnish

SUBSCRIBED AND SWORN BEFORE ME, this 11 day of November, 2026.

(*Notary Public Signature*)

JENNIFER L MILLER
Notary Public, State of Indiana
Boone County
Commission Number NP0697079
My Commission Expires
February 22, 2033

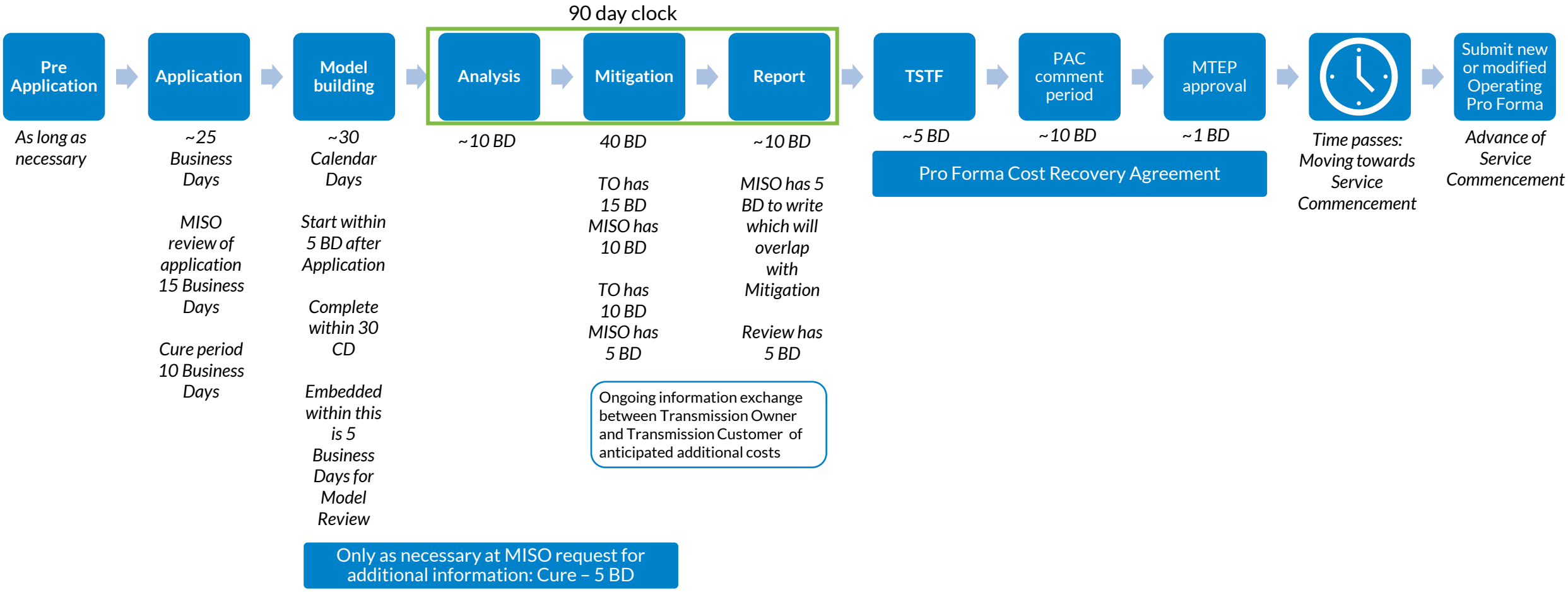
Commissioned in Boone county.

Commission Number: NP0697079

Commission Expires: February 22, 2033

Attachment A

Overall LLPR: specific requirements to achieve speed and certainty



CD Calendar Days
BD Business Days

Attachment B

Attachment B – Table of Large Load Working Group Stakeholder Meetings

MEETING DATE	Link to Materials
April 20, 2026	https://www.misoenergy.org/events/2026/large-load-working-group-llwg---april-20-2026/
May 14, 2026	https://www.misoenergy.org/events/2026/large-load-working-group-llwg---may-14-2026/
June 10, 2026	https://www.misoenergy.org/events/2026/large-load-working-group-llwg---june-10-2026/
June 29, 2026	https://www.misoenergy.org/events/2026/large-load-working-group-llwg---june-29-2026/
July 16, 2026	https://www.misoenergy.org/events/2026/large-load-working-group-llwg---july-16-2026/
July 27, 2026	https://www.misoenergy.org/events/2026/large-load-working-group-llwg---july-27-2026/
August 12, 2026	https://www.misoenergy.org/events/2026/large-load-working-group-llwg---august-12-2026/
August 27, 2026	https://www.misoenergy.org/events/2026/large-load-working-group-llwg---august-27-2026/
September 9, 2026	https://www.misoenergy.org/events/2026/large-load-working-group-llwg---september-9-2026/
September 23, 2026	https://www.misoenergy.org/events/2026/large-load-working-group-llwg---september-23-2026/
October 8, 2026	https://www.misoenergy.org/events/2026/large-load-working-group-llwg---october-8-2026/
October 29, 2026	https://www.misoenergy.org/events/2026/large-load-working-group-llwg---october-29-2026/
November 16, 2026	https://www.misoenergy.org/events/2026/large-load-working-group-llwg---november-16-2026/

Tab D

Tab D

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Midcontinent Independent System Operator, Inc.	**)**	**Docket No. ER27-___-000**

PREPARED DIRECT TESTIMONY OF
ZHAOXIA XIE
SENIOR DIRECTOR, MARKET DESIGN & DEVELOPMENT

I. PROFESSIONAL BACKGROUND AND QUALIFICATIONS

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND RELATIONSHIP TO THE MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

A. My name is Zhaoxia Xie. I am the Senior Director of Market Design and Development for the Midcontinent Independent System Operator, Inc. ("MISO"). My business address is 720 City Center Drive, Carmel, Indiana 46032.

Q. PLEASE DESCRIBE YOUR EDUCATION AND PROFESSIONAL BACKGROUND.

A. I hold a Master of Science degree in Electrical Engineering from Iowa State University, with an emphasis in power systems. I received a Bachelor of Science degree in Electrical Engineering from Huazhong University of Science and Technology. I have more than 25 years of experience in the electric industry. Prior to MISO, I worked on Energy Management System (EMS) software design and development for General Electric Power Systems. I began my tenure with MISO in 2003 and have held various leadership positions that span across EMS and Market Implementation, Model Engineering, Seams Administration, and Market Design and Development. I have supported multiple initiatives and filings with the Federal Energy Regulatory Commission (Commission) on MISO's Energy and Ancillary Service Markets and Resource Adequacy construct.

Q. ON WHOSE BEHALF ARE YOU SUBMITTING THIS TESTIMONY?

A. I am submitting this testimony on behalf of MISO.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to describe and support MISO's proposed Firm Service Step Up process and Interim Network Integration Transmission Service ("Interim NITS").

I explain how: (i) Interim NITS responds to the Commission's requirement that MISO propose a transmission service reflecting the operational characteristics of flexible Large Loads; (ii) how Interim NITS interacts with other transmission services available under MISO's Open Access Transmission, Energy, and Operating Reserve Markets Tariff ("Tariff"); and, (iii) why Interim NITS, as proposed, results in rates, terms, and conditions of service that are just and reasonable and not unduly discriminatory or preferential.

Q. PLEASE SUMMARIZE YOUR TESTIMONY.

A. My testimony explains that Interim NITS is a service that permits a Large Load Transmission Customer to obtain interim non-firm Transmission Service while the Network Upgrades, Large Load Network Upgrades and/or Impacted Transmission Owner Large Load Network Upgrades required to support full Network Integration Transmission Service ("NITS") are being constructed. For purposes of discussion in my testimony, I refer to Network Upgrades, Large Load Network Upgrades and/or Impacted Transmission Owner Large Load Network Upgrades together as "Upgrades." I explain that Interim NITS directly responds to the Commission's finding that MISO's Tariff lacks transmission services reflecting Eligible Customers taking service on behalf of flexible Large Loads that are willing and able to limit their use of the Transmission System under certain conditions. I further explain how Interim NITS relates to NITS, Grid Responsive Integration Transmission Service ("GRITS"),[1] and Point-to-Point Transmission Service under the Tariff, and why the proposed rates, terms, and conditions of Interim NITS are just and reasonable.

[1] MISO's GRITS proposal is being submitted in a separate Federal Power Act section 205 filing concomitantly with this filing.

II. THE SHOW CAUSE ORDER

Q. PLEASE DESCRIBE THE COMMISSION'S SHOW CAUSE ORDER ADDRESSING THE INTEGRATION OF LARGE LOADS INTO THE MISO REGION.

A. On June 18, 2026, the Commission issued the Show Cause Order, directing MISO and the Transmission Owners to show cause why the Tariff remains just and reasonable, or to propose Tariff revisions that would remedy the Commission's identified concerns related the potential need for Tariff provisions specific to the integration of Large Loads into the MISO Region. Among other concerns, the Commission preliminarily found that the Tariff appears to be unjust and unreasonable because it lacks transmission services that reflect Eligible Customers taking transmission service on behalf of co-located loads, loads with behind-the-meter generation, and flexible Large Loads that are willing and able to limit their use of the transmission system under certain conditions.

Q. HOW DID THE COMMISSION DESCRIBE A "FLEXIBLE" LARGE LOAD IN THE SHOW CAUSE ORDER?

A. The Commission explained that, for purposes of the Show Cause Order, "flexible" Large Loads are a subset of Large Loads that are not co-located with generation, but are willing and able to limit their energy withdrawals from the transmission system under certain conditions.

Q. WHAT SPECIFIC CONCERNS DID THE COMMISSION RAISE REGARDING TRANSMISSION SERVICE FOR FLEXIBLE LARGE LOADS?

A. The Commission required MISO to explain whether the Tariff remains just and reasonable without, among other things, an interim non-firm Network Integration Transmission

Service available while Network Upgrades are being constructed—that is, interim NITS—and permanent firm and non-firm contract demand transmission services, or to propose appropriate Tariff revisions. The Commission based this requirement on its finding that the existing transmission services available to Transmission Customers in MISO, namely NITS and firm and non-firm Point-to-Point Transmission Service, do not reflect the operational reality that Large Loads may use the Transmission System to differing extents and that certain Large Loads are willing and able to limit that use under certain conditions.

Q. DID THE COMMISSION'S SHOW CAUSE ORDER RELY ON ANY PRIOR COMMISSION FINDINGS REGARDING SIMILAR SERVICES?

A. Yes. The Show Cause Order relies on the Commission's prior findings in the PJM Co-Location proceedings, in which the Commission directed PJM to require Eligible Customers taking transmission service on behalf of co-located load to take one of three transmission services, including NITS or a new interim, non-firm transmission service while Network Upgrades to provide full NITS service are constructed.[2] The Commission extended that framework in this proceeding by requiring MISO to explain whether its Tariff remains just and reasonable without an analogous interim non-firm network transmission service available to Transmission Customers taking service on behalf of flexible Large Loads.

III. FIRM SERVICE STEP UP AND INTERIM NITS

Q. WHAT IS FIRM SERVICE STEP UP?

A. MISO recognizes two pathways that permit Large Loads to come online prior to the completion of all Upgrades required to support full Load integration: (i) through permitting

[2] *Midcontinent Indep. Sys. Operator, Inc.*, 196 FERC ¶ 61,123 (2026) ("Show Cause Order") at P 102, 105 (citing PJM Co-Location Rehearing Order, 195 FERC ¶ 61,209 at P 480.)

a Large Load to begin partial Network Integration Transmission Service as Upgrades are completed, and/or (ii) through permitting interim non-firm Transmission Service. The Firm Service Step Up is a process by which a Large Load Transmission Customer may request firm Transmission Service for an incremental amount of the total Load that can be supported by transmission capacity that becomes available as Upgrades are completed. The Firm Service Step Up process includes requests for Interim NITS (discussed in more detail below) that allows a portion of the Large Load to be served through firm Transmission Service and, if desired, a portion through non-firm Transmission Service.

Q. WHAT IS INTERIM NITS?

A. Interim NITS is a process within the broader Network Integration Transmission Service that permits a Large Load Transmission Customer receiving NITS service to obtain interim non-firm Transmission Service on an as-available basis while awaiting completion of all identified Upgrades necessary to support full NITS service for the Large Load.

Q. PLEASE DESCRIBE HOW FIRM SERVICE STEP UP AND INTERIM NITS INTERACT WITH ONE ANOTHER?

A. Firm Service Step Up is the process through which a Large Load Transmission Customer requests a transmission system impact study for an incremental Load addition prior to the completion of all identified Upgrades necessary to support full NITS service. As shown in Figure 1 below, the amount of Firm Service is evaluated and determined first with any remaining Load evaluated for Interim NITS eligibility. MISO will perform studies to identify the maximum amount of Interim NITS that can be supported, up to but potentially less than, the total amount of NITS service specified in the Firm Service Step Up request. After the Firm Service Step Up study has been approved, the Large Load Transmission

Customer must submit a request for Transmission Service for the approved amount of firm service and/or eligible Interim NITS. Interim NITS may begin immediately provided the Load has been included in the Coincident Peak Demand forecasts while Firm Transmission Service begins incrementally at the start of each Planning Year. These studies cover a period of up to 36 months forward from the study and are eligible to be maintained until all Upgrades identified in the initial Large Load Project Review ("LLPR") study have been completed, at which time full Network Integration Transmission Service automatically begins. A Large Load Transmission Customer is not required to request either Firm Transmission Service through the Firm Service Step Up nor Interim NITS, though may request either services or both services. Figure 1 below provides an illustration of a Firm Service Step Up request.

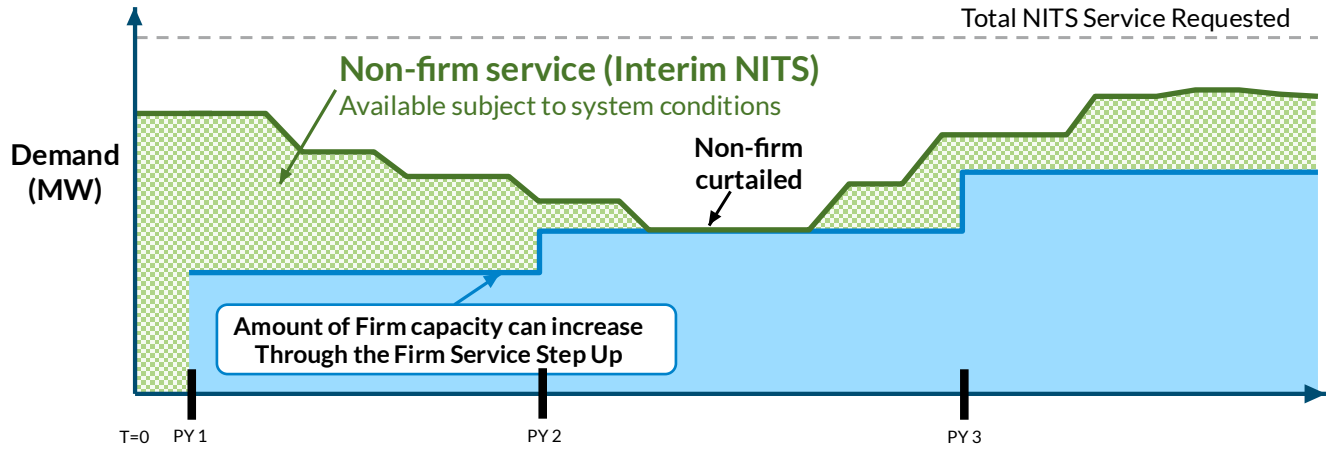


Figure 1 A Large Load Transmission Customer submits a Firm Service Step Up requests at t = 0 with firm Load increments shown in blue with Interim NITS accounting for the remainder of the Load. With each PY, the amount of firm service steps up while the remaining non-firm portion is reduced. Interim NITS may begin upon approval of the Firm Service Step Up provide the Load is included in the appropriate Season(s) Coincident Peak Demand forecast. No firm service is necessary to obtain Interim NITS and no Interim NITS is necessary to utilize the Firm Service Step Up.

Q. IS THE FIRM SERVICE STEP UP A REQUIRED PROCESS?

A. No. Firm Service Step Up is an optional process designed to enable faster integration of incremental amounts of Large Load using firm service or Interim NITS. Firm Service Step

Up is not required to obtain full Network Integration Transmission Service once all Upgrades are completed.

Q. WHO IS ELIGIBLE TO UTILIZE THE FIRM SERVICE STEP UP PROCESS?

A. Any Large Load Transmission Customer may request a Firm Service Step Up study after the full load integration has been studied and approved in the LLPR process. Firm Service Step Up and Interim NITS are available only to Large Load Transmission Customers.

Q. WHY IS FIRM SERVICE STEP UP AND INTERIM NITS AVAILABLE ONLY TO LARGE LOAD TRANSMISSION CUSTOMERS?

A. MISO has elected to permit only Large Load Transmission Customers to be eligible to receive Firm Service Step Up and Interim NITS in order to propose Tariff revisions that would remedy the Commission's identified concerns regarding Large Loads that are willing and able to limit their use of the Transmission System under certain conditions in a timely fashion.

Q. HOW WILL THE FIRM SERVICE STEP UP PROCESS BE DOCUMENTED AND ADMINISTERED UNDER THE TARIFF?

A. The Firm Service Step Up process will be administered through Attachment FF's Large Load Project Review provisions identifying study requirements and applicable criteria used to evaluate the request. Firm Service Step Up will utilize the existing Form of Service Agreement for NITS, which is Attachment F to the Tariff, executed by the Large Load Transmission Customer to establish Transmission Service during the interim period prior to full load integration. A new Exhibit 3 to Attachment F will be used to modify the agreement for any firm service that is approved during the interim period and a new Exhibit 4 to Attachment F will be used to modify the agreement for the Interim NITS portion that

is available to the Large Load Transmission Customer. The Firm Service Step Up process will require the Large Load Transmission Customer to submit a Firm Service Step Up study request for any firm service and/or Interim NITS portion of the load addition and include a new or prior executed Attachment FF-10 Large Load Process Review System Impact Study Agreement specifying the study terms and cost responsibility. The Firm Service Step Up study will determine the amount of firm load that can be supported without the need for additional Upgrades and amount of Interim NITS for which the Large Load Transmission Customer is eligible in the requested period.

Q. WHAT IS THE PROPOSED TERM OF SERVICE UNDER THE FIRM SERVICE STEP UP AND INTERIM NITS?

A. Firm Service Step Up and Interim NITS that have been evaluated and approved in the Firm Service Step Up process are applicable only in the period prior to the expected Service Commencement Date of the full Load integration. Requested blocks of both firm and non-firm load additions must have an expected Service Commencement Date no later than 36 months from the submittal date of the Firm Service Step Up request. Approval of firm service and eligibility for any non-firm service for each incremental load block will remain in effect until the Service Commencement Date of the full load integration.

Q. HOW FREQUENTLY WILL MISO PERFORM FIRM SERVICE STEP UP STUDIES?

A. Firm Service Step Up studies will be performed on a quarterly cycle for requests received by the first Calendar Day of the quarter. A one-time study will be performed for each requested load block to identify the level of firm service that can be supported and the amount of non-firm service for which the Transmission Customer is eligible in the period

of the requested load block. A Large Load Transmission customer may submit additional requests for incremental Load additions up to the amount of the full load approved in the MTEP/LLPR process.

Q. MAY A SINGLE REQUEST INCLUDE MULTIPLE LOAD BLOCKS OR A COMBINATION OF FIRM SERVICE AND INTERIM NITS?

A. Yes, each request may include multiple blocks limited to one block per Year and may include both a firm service component and an Interim NITS component.

Q. WHEN MAY AN APPROVED INCREMENT OF FIRM SERVICE BEGIN?

A. Firm Service Step Up requests for firm service may be submitted for incremental Load additions of Large Load that begin in the next Planning Year. Eligibility for firm service begins after the start of the Planning Year following the approval of the request, which currently begins on June 1st. This requirement ensures the Load is properly included in the Resource Adequacy construct.

Q. WHEN MAY AN APPROVED INCREMENT OF NON-FIRM, INTERIM NITS SERVICE BEGIN?

A. Firm Service Step Up requests for non-firm, Interim NITS service may be submitted for incremental Load additions of Large Load that begin in the current Planning Year provided the requested Load addition has been included in the Planning Resource Auction for the applicable Season(s). This requirement ensures the Load is properly included in the Resource Adequacy construct.

Q. HOW WILL CHARGES FOR INTERIM NITS BE DETERMINED?

A. Interim NITS charges will be determined pursuant to Schedule 9 of the Tariff, which provides the rates, terms and conditions of NITS. This rate reflects that the Large Load

Transmission Customers has elected to take NITS as the Transmission Service to serve a Large Load and follows the recommendation the Commission made to PJM when directing PJM to develop an Interim NITS service option. The Large Load Transmission Customer taking Interim NITS will be charged the applicable NITS rate for the Transmission Pricing Zone ("TPZ") where the Point(s) of Withdrawal for the Large Load is located.

Q. WILL LARGE LOAD BEING SERVED BY INTERIM NITS BE CONSIDERED NETWORK LOAD?

A. Yes, MISO proposes to treat Interim NITS Load as Network Load in almost all cases, reflecting the service's connection to NITS and the customer's planned transition to firm (or traditional) NITS. The only exceptions to the treatment as Network Load pertain to those references to Network Load that require Firm Transmission Service, such as how to handle Auction Revenue Rights in the Financial Transmission Rights market.

Q. HOW WILL LOAD GROWTH UNDER NITS BE ADDRESSED?

A. Increases in NITS Load amounts will be reflected through an update to Exhibit 4 of the NITS Service Agreement under Attachment F to the Tariff. Cumulative Large Load growth of 25 MW or more subsequent to obtaining NITS will require an applicable study through the LLPR process. Upon receiving approval through the LLPR process for the additional Load, a Large Load Transmission Customer may use Firm Service Step Up for the additional Load growth. Updating the required exhibit does not itself establish that additional non-firm service is available or authorize operation beyond approved limits.

Q. WHAT OPERATING RESTRICTIONS AND CURTAILMENT RULES APPLY TO INTERIM NITS?

A. Interim NITS Load is subject to non-emergency and emergency restrictions specified in the Operating Agreement signed by the Large Load Transmission Customer. Additional Curtailment may occur when transmission reliability conditions require it. MISO will strive to provide as much advance notice as possible when system conditions require a reduction. During Transmission Emergencies, Interim NITS is curtailed after non-firm Point-to-Point service and Non-Firm GRITS but before NITS, firm Point-to-Point service, and Firm GRITS. Interim NITS will not be curtailed solely to mitigate economic congestion nor be treated differently than any other Load during capacity emergencies as further discussed below.

Q. WHAT CONTROL TECHNOLOGIES AND OPERATIONAL REQUIREMENTS APPLY TO CUSTOMERS TAKING INTERIM NITS?

A. The Transmission Owner will determine additional control technologies or protection systems needed for the arrangement, and MISO will establish service and operating requirements and communicate operating directives through the applicable parties. This approach is consistent with the Commission's finding that Eligible Customers taking certain new transmission services, including interim NITS, must have necessary control technologies and protection systems, which may include a special protection scheme, to limit energy withdrawals to the approved level.

IV. MARKET RULES APPLICABLE TO INTERIM NITS

Q. IS MISO PROPOSING ANY CHANGES TO HOW MARKET PARTICIPANTS REPRESENTING LARGE LOAD TAKING INTERIM NITS SERVICE PARTICIPATE IN THE ENERGY AND OPERATING RESERVE MARKETS?

A. Yes. MISO is proposing to prohibit participation as a Demand Response Resource or Emergency Demand Response of the portion of Large Load served through Interim NITS service. This means the Large Load can neither participate as a supply-side resource and receive compensation for reducing Demand through the Security Constrained Unit Commitment ("SCUC") or Security Constrained Economic Dispatch ("SCED") processes, nor provide Operating Reserves. The portion of the Large Load with Firm Transmission Service may participate as a Demand Response Resource or Emergency Demand Response when the associated non-firm Commercial Pricing Node ("CPNode") has zero megawatts of Load, subject to applicable participation rules. If the non-firm portion of the Large Load is issued Curtailment directives and the Market Participant representing the Large Load has procured Energy through the Day-Ahead Energy and Operating Reserve Market to serve the Large Load, the Market Participant representing the Large Load will be eligible for compensation through Energy Imbalance Service under Schedule 4 of the Tariff.

Q. HOW IS PROHIBITING INTERIM NITS LOAD FROM PARTICIPATING AS A DEMAND RESPONSE RESOURCE CONSISTENT WITH ORDER NO. 745?

A. By taking Interim NITS service, a Large Load has demonstrated a preference to be able to withdraw Energy on an interim, non-firm basis while completing the Upgrades identified through LLPR, as well as being willing and able to limit its Energy withdrawals from the Transmission System under certain conditions. MISO will administer this Load as a reliability resource. The Commission stated in Order No. 745 that, "this Final Rule does not apply to compensation for demand response under programs that RTOs and ISOs administer for reliability or emergency conditions."[3] This establishes the precedent for

[3] *Midcontinent Indep. Sys. Operator, Inc.*, 134 FERC ¶ 61,187 (2011) ("Order No. 745") at P 2, n. 4.

excluding Large Loads taking Interim NITS from participating as demand response resources in its markets.

Furthermore, MISO has concerns related to the unique operational capabilities of computational load as it pertains to the Net Benefits Test established under Order No. 745 as described in the example below.

Q. PLEASE PROVIDE AN EXAMPLE OF HOW THE "MOBILITY" OF COMPUTATIONAL LOAD IS ABLE TO RESULT IN A FAILURE OF THE NET BENEFITS TEST ESTABLISHED UNDER ORDER NO. 745.

A. Consider a one-hour interval where day-ahead LMP is $30/MWh at Location A and $40/MWh at Location B, where Location B is located at another Large Load Point(s) of Withdrawal within the MISO footprint. Working through its Market Participant(s), an end-use customer submits price-sensitive Demand bids at both locations. The customer then clears 100 MW in the Day-Ahead Energy and Operating Reserve Market at Location A and 0 MW at Location B, incurring a day-ahead charge of $3,000.

In real time, LMP rises to $500/MWh at Location A while remaining $40/MWh at Location B. The customer then "moves" its computational workload from A to B, reducing consumption at A by 100 MW and increasing consumption at B by the same amount. Total Demand on the Transmission System remains unchanged. At Location A, the 100 MW reduction relative to the day-ahead schedule produces a $50,000 real-time credit. After subtracting the original $3,000 day-ahead charge, the net receipt at A is $47,000. At Location B, the customer purchases 100 MWh at the real-time LMP of $40/MWh, incurring a $4,000 charge. Across both locations, the customer therefore receives a net energy settlement of $43,000. Now suppose the reduction at Location A also qualifies for

a separate, full-LMP Demand Response Resource payment, with no offset to these energy settlements. That additional payment would equal $50,000, increasing the customer's combined net receipt to $93,000, while the customer continues consuming the same amount at B and removing the net benefit provided by the Load reduction contemplated under Order No. 745. Figure 2 provides the settlement of this example:

Location A		**Location B**	
Day-ahead Load: 100 MW	Day-ahead LMP: $30/MWh	Day-ahead Load: 0 MW	Day-ahead LMP: $40/MW
Real-time Load: 0 MW	Real-time LMP: $500/MWh	Real-time Load: 100 MW	Real-time LMP: $40/MWh
Settlement per Hour			
Day-ahead purchase at A:	100 MW × $30 MWh = -$3,000	Day-ahead purchase at B:	0 MW × $40/MWh = $0
Real-time credit at A:	100 MW × $500 MWh = $50,000	Real-time credit at A:	100 MW × $40/MWh = -$4,000

100 MW of Load Relocated
Total Load Remains Unchanged

Net Receipts

Day-ahead purchase at Location A:	-$3,000
Real-time credit at Location A:	$50,000
Real-time purchase at Location B:	-$4,000
Net Energy Settlement:	$43,000
Additional DR Payment:	$50,000
Total Settlement for moving Load from Location A to Location B:	$93,000

Figure 2: Settlement example depicting the mobility of Computational Load.

Q. IS MISO PROPOSING ANY CHANGES TO AUCTION REVENUE RIGHTS OR THE FINANCIAL TRANSMISSION RIGHTS MARKETS?

A. No, MISO is not proposing any significant changes to the Auction Revenue Rights ("ARR") or Financial Transmission Rights ("FTR") market. Under the currently effective Tariff, non-firm Load is not eligible to receive ARR Entitlements and MISO is not proposing to change these rules. MISO has proposed changes to the appropriate Tariff sections to provide additional clarity that the non-firm portion of the Load remains

ineligible to receive ARR Entitlements. Any Market Participant may acquire FTRs that sink at the Load CPNode(s) of the Large Load with Interim NITS service.

Q. IS MISO PROPOSING ANY CHANGES TO THE PLANNING RESOURCE AUCTION AS PART OF THIS FILING?

A. No. A Large Load with Interim NITS Transmission Service will be required to procure Zonal Resource Credits in the Planning Resource Auction in the same fashion as any other Load. MISO distinguishes between firmness of transmission system and firmness of generating capacity. A Transmission Customer taking Transmission Service on behalf of Large Loads has elected to come online before all identified Network Upgrades are completed in exchange for operating on a non-firm transmission basis. This does not alleviate the need for this Load to ensure it has sufficient generating capacity. Additionally, Interim NITS service is temporary until required Upgrades are completed and firm service begins; therefore, this Load should contribute to capacity demand and investment signals before full firm service begins. Therefore, a Large Load served through Interim NITS Transmission Service will remain in the Load Serving Entities' Coincident Peak Demand forecast and subject to existing Resource Adequacy requirements.

Q. WILL LARGE LOAD WITH INTERIM NITS TRANSMISSION SERVICE BE PERMITTED TO ENROLL AS A LOAD MODIFYING RESOURCE AND OFFSET ITS ZONAL RESOURCE CREDIT OBLIGATIONS?

A. Yes, because a Large Load with Interim NITS Transmission Service is required to procure Zonal Resource Credits it may also participate as a Load Modifying Resource to offset those Zonal Resource Credits. MISO will make no distinction between a Large Load with Interim NITS that is participating as a Load Modifying Resource and any other type of

Load Modifying Resource when determining performance obligations and performance penalties.

Q. WILL A LARGE LOAD WITH INTERIM NITS TRANSMISSION SERVICE THAT IS PARTICIPATING AS A LOAD MODIFYING RESOURCE BE SUBJECT TO CURTAILMENT PENALTIES IF IT FAILS TO PERFORM WHEN CALLED UPON AS A LOAD MODIFYING RESOURCE?

A. When issued Setpoint Instructions as a Load Modifying Resource, a Large Load with Interim NITS Transmission Service will be treated as a Load Modifying Resource for the purpose of evaluating performance penalties. This means if deployed as a Load Modifying Resource, the Large Load will be subject to penalties under Section 69A.3.9 – LMR Penalties for failure to respond to an LMR deployment.

Q. HOW IS INTERIM NITS TREATED DURING CAPACITY EMERGENCIES?

A. During Capacity Emergencies, Interim NITS has the same priority as other Load with Firm Transmission Service, subject to its separate transmission limitations, because Interim NITS Load will be included in MISO's capacity construct (*i.e.,* the Planning Resource Auction or PRA) and supports capacity procurement in the same manner as other included Load.

V. INTERIM NITS IS RESPONSIVE TO THE SHOW CAUSE ORDER

Q. HOW IS INTERIM NITS RESPONSIVE TO THE COMMISSION'S DIRECTIVE TO PROPOSE A TRANSMISSION SERVICE FOR FLEXIBLE LARGE LOADS?

A. The Commission directed MISO to explain whether the Tariff remains just and reasonable without an interim non-firm network transmission service available while Network Upgrades are being constructed, among other services reflecting flexible Large Loads' ability and willingness to limit their use of the transmission system. Interim NITS directly

provides that service: it allows a Large Load Transmission Customer that is willing and able to accept non-firm, curtailable transmission service to begin operating within an approved operating limit before all Upgrades required for full NITS are complete, rather than requiring the customer to wait until all such Upgrades are constructed.

Q. DOES INTERIM NITS ADDRESS THE COMMISSION'S UNDERLYING CONCERN REGARDING DELAY IN INTERCONNECTING LARGE LOADS?

A. Yes. The Commission expressed concern that Large Loads face delays while Network Upgrades needed to support full firm service are constructed, and that the Tariff did not provide an avenue for interim operation during that period. Interim NITS resolves that gap by permitting interim non-firm operation while the customer proceeds toward full NITS.

Q. DOES INTERIM NITS REFLECT THE OPERATIONAL CHARACTERISTICS THE COMMISSION IDENTIFIED AS DISTINGUISHING FLEXIBLE LARGE LOADS?

A. Yes. The Commission's order identifies flexible Large Loads as those willing and able to limit their energy withdrawals from the transmission system under certain conditions. Interim NITS is designed around that characteristic: the customer accepts non-emergency operating restrictions and curtailment during Transmission Emergencies in exchange for the ability to begin service before full firm capability is available.

VI. INTERACTION OF INTERIM NITS WITH OTHER TRANSMISSION SERVICES UNDER THE TARIFF

Q. HOW DOES INTERIM NITS RELATE TO FULL NITS UNDER THE TARIFF?

A. Interim NITS is structured as an extension of the existing NITS framework rather than a separate, freestanding service. A Transmission Customer taking Interim NITS does so pursuant to the same Attachment F Service Agreement used for NITS, supplemented by a

new exhibit addressing the Large Load awaiting completion of Upgrades and a corresponding Attachment G exhibit identifying additional operating criteria. The customer's priority under the underlying NITS Service Agreement is unaffected by its interim status. This design ensures that a customer electing Interim NITS remains on a defined path to full NITS, with the interim period serving only as a bridge until the required Upgrades are complete and the conditions for NITS commencement are satisfied.

Q. HOW DOES INTERIM NITS RELATE TO GRITS?

A. As I noted previously, MISO is submitting the GRITS proposal is a separate filing pursuant to Section 205 of the Federal Power Act. While my testimony provides information on the interaction of Interim NITS and GRITS, Interim NITS and GRITS are two distinct, stand-alone services. As such, Interim NITS can be implemented without Commission acceptance of the GRITS proposal.

Interim NITS and GRITS are complementary but distinct services designed for different customer needs. A customer that intends to obtain full Firm Transmission Service for its entire Load, and that wishes to begin partial operation before the necessary Network Upgrades are complete, is the intended candidate for Interim NITS. By contrast, a customer that can accept continuing interruption of some or all of its demand on an ongoing basis, rather than solely during a transition period, is the intended candidate for GRITS. MISO's proposal does not permit combining NITS with GRITS for the same Load, consistent with the Commission's restriction on combining NITS with the other new transmission services addressed in the PJM Co-Location Order. For a customer intending to have full firm service, the proposal instead provides NITS with the option of Interim NITS where interim operation is needed; for a customer intending to have an ongoing

partial-firm arrangement, GRITS contains both a firm and a non-firm quantity within a single Service Agreement. This distinction avoids treating the same firm quantity as simultaneously held under separate NITS and GRITS arrangements.

Q. DO INTERIM NITS AND GRITS DIFFER IN THEIR CURTAILMENT PRIORITY DURING TRANSMISSION EMERGENCIES?

A. Yes. For Transmission Emergencies, the proposed curtailment order places non-firm Point-to-Point service and Non-Firm GRITS in the lowest priority, Interim NITS next, and firm services—including NITS, firm Point-to-Point service, and Firm GRITS—last. Interim NITS is therefore curtailed before firm services but after non-firm Point-to-Point service and Non-Firm GRITS, reflecting its status as a service on a path to firm treatment rather than an ongoing or permanent non-firm arrangement.

Q. DO INTERIM NITS AND GRITS DIFFER IN THEIR TREATMENT DURING CAPACITY EMERGENCIES?

A. Yes. Interim NITS Load retains the same priority as other Load with Firm Transmission Service during Capacity Emergencies, subject to its separate transmission limitations, because it remains in the capacity construct and supports capacity procurement in the same manner as other included Load. Non-Firm GRITS, by contrast, is required to interrupt when a Capacity Advisory is declared in the same Local Balancing Authority, reflecting its exclusion from the Coincident Peak Demand forecast and the associated Planning Resource Auction demand. This difference follows directly from the distinctive purposes of the two services: Interim NITS Load is on a path to firm service and should contribute to capacity demand and investment signals before full firm service begins, while Non-Firm

GRITS Load has elected an ongoing non-firm arrangement and accepts earlier interruption in exchange for exclusion from capacity obligations.

Q. HOW DOES INTERIM NITS RELATE TO POINT-TO-POINT TRANSMISSION SERVICE?

A. Point-to-Point Transmission Service reserves service from a specified Point of Receipt to a specified Point of Delivery and may be firm or non-firm, using Schedule 7 for firm service and Schedule 8 for non-firm service. Point-to-Point service does not by itself provide the framework needed for a Large Load that intends to transition to full network service while interim Network Upgrades are completed. Interim NITS instead builds on the existing NITS framework and Schedule 9 rate treatment, reflecting the customer's intended transition to firm network service rather than a point-to-point reservation.

Q. DOES THE FIRM SERVICE STEP UP MECHANISM APPLY DIFFERENTLY TO INTERIM NITS THAN TO GRITS?

A. Yes. A Firm Service Step Up request may include a firm service component and Interim NITS component, allowing a portion of the customer's non-firm service to convert to firm service before all Network Upgrades are complete, with the remaining non-firm service continuing under the applicable Interim NITS operating limits. By contrast, a Firm Service Step Up may not be combined with GRITS. This distinction reflects the different design purposes of the two services: Interim NITS is structured around progression to full firm service, for which a Firm Service Step Up is a natural intermediate step, while GRITS is structured as an ongoing arrangement with a defined firm quantity and separate non-firm reservations that does not contemplate incremental conversion in the same manner.

Q. WHY DID MISO LIMIT THE INITIAL AVAILABILITY OF INTERIM NITS TO LARGE LOAD TRANSMISSION CUSTOMERS RATHER THAN EXTENDING THEM TO ALL ELIGIBLE CUSTOMERS?

A. MISO's reason for limiting the initial availability of Interim NITS to Large Load Transmission Customers is to focus the filing on the Large Load issues identified in the Show Cause Order and to avoid introducing the consequences of broader eligibility before they have been evaluated. This approach is consistent with the Show Cause Order, which is specifically focused on transmission services for Eligible Customers taking service on behalf of Large Loads and flexible Large Loads

VII. INTERIM NITS IS JUST AND REASONABLE

Q. DOES INTERIM NITS REFLECT THE OPERATIONAL CHARACTERISTICS OF THE CUSTOMERS IT IS DESIGNED TO SERVE, CONSISTENT WITH THE COMMISSION'S JUST AND REASONABLE STANDARD?

A. Yes. The Commission found that Eligible Customers taking transmission service on behalf of large loads willing and able to limit their use of the transmission system under certain conditions should be allowed to choose a transmission service that aligns with their use of the transmission system, thereby aligning the charges for service with the benefits received. Interim NITS satisfies that principle because it ties the customer's charges and operating rights under Schedule 9 to its actual, interim non-firm use of the Transmission System, while preserving the customer's path to full NITS and the associated firm-service charges once Network Upgrades are complete. The rates, terms, and conditions applicable to Interim NITS therefore correspond to the service actually received, rather than imposing full firm-service obligations on a customer that has not yet obtained full firm-service capability.

Q. DOES INTERIM NITS AVOID UNNECESSARY OR INEFFICIENT TRANSMISSION SYSTEM BUILDOUT, CONSISTENT WITH THE COMMISSION'S FINDINGS REGARDING NEW TRANSMISSION SERVICES FOR FLEXIBLE LOADS?

A. Yes. The Commission found that load flexibility can avoid inefficient and costly transmission system buildout, and specifically identified the absence of transmission services reflecting that flexibility as a basis for its preliminary finding that MISO's Tariff appears unjust and unreasonable. Interim NITS directly implements that principle: rather than requiring either a customer to wait for completion of all Upgrades before taking any service, or MISO to accelerate Upgrades beyond what is otherwise justified Interim NITS allows the customer to begin operating within an approved, curtailable operating limit while upgrades proceed on their ordinary planning and construction timeline. This avoids the inefficiency of either unnecessary acceleration of Upgrade construction or unwarranted delay in service to the Large Load Transmission Customer.

Q. DOES INTERIM NITS PROTECT EXISTING TRANSMISSION CUSTOMERS FROM UNDUE COST SHIFTING?

A. Yes. Interim NITS charges are determined under the existing Schedule 9 rate schedule, and Interim NITS Load is treated as Network Load in almost all cases, meaning that Interim NITS customers contribute to the same cost-of-service rate mechanisms applicable to other Network Load rather than receiving a discounted or specially subsidized rate. Because Interim NITS Load remains in the Coincident Peak Demand forecast and subject to existing Resource Adequacy requirements, Interim NITS customers also continue to contribute to the capacity cost responsibility that other included Load bears, rather than shifting that

responsibility to other customers during the interim period. This design responds to the Commission's broader concern regarding the risk of cost shifting among Transmission Customers associated with the addition of Large Loads to the Transmission System.

Q. DOES INTERIM NITS IMPOSE APPROPRIATE OPERATIONAL SAFEGUARDS TO PROTECT TRANSMISSION SYSTEM RELIABILITY?

A. Yes. Interim NITS Load is subject to non-emergency operating restrictions and to curtailment during Transmission Emergencies, and the Transmission Owner will determine the control technologies or protection systems needed to enforce the approved operating limit. This is consistent with the Commission's finding that an Eligible Customer taking interim NITS must have the necessary control technologies and protection systems, which may include a special protection scheme, to limit its energy withdrawals to its approved level. Because Interim NITS curtailment occurs before firm services are curtailed during a Transmission Emergency, Interim NITS preserves the reliability priority traditionally afforded to firm service while still enabling the customer's interim, non-firm operation.

Q. DOES THE PROPOSED CURTAILMENT PRIORITY FOR INTERIM NITS APPROPRIATELY BALANCE THE INTERESTS OF THE INTERIM NITS CUSTOMER AGAINST THE INTERESTS OF FIRM SERVICE CUSTOMERS?

A. Yes. Interim NITS is curtailed before NITS, Firm Point-to-Point service, and Firm GRITS, but after non-firm Point-to-Point service and Non-Firm GRITS, during Transmission Emergencies. This ordering ensures that customers who have paid for and rely upon full firm transmission service are not displaced by a customer that has elected a non-firm, interim arrangement, while still affording Interim NITS a curtailment priority above other non-firm services, consistent with its connection to the underlying NITS framework and

its customer's eventual transition to full firm service. Interim NITS will not be curtailed solely to mitigate economic congestion, which avoids subjecting the Interim NITS customer to curtailment for purposes unrelated to the reliability-based limitations inherent in its interim, non-firm status.

Q. DOES INTERIM NITS'S TREATMENT FOR RESOURCE ADEQUACY PURPOSES SUPPORT A FINDING THAT THE PROPOSAL IS JUST AND REASONABLE?

A. Yes. Interim NITS Load remains in the Coincident Peak Demand forecast and subject to existing Resource Adequacy requirements because it is on a path to firm service and should contribute to capacity demand and investment signals before full firm service begins. This treatment avoids creating a capacity-cost exemption for a customer that intends to become, and that receives many of the operational benefits of, a firm-service customer, which in turn avoids placing the burden of procuring capacity to serve Interim NITS Load on other customers in the Resource Adequacy construct.

Q. DOES LIMITING ARR ENTITLEMENTS FOR THE NON-FIRM PORTION OF INTERIM NITS LOAD SUPPORT A FINDING THAT THE PROPOSAL IS JUST AND REASONABLE?

A. Yes. Excluding the non-firm portion of Interim NITS Load from ARR Entitlements and from the associated Peak Usage calculation preserves the existing relationship between firm Transmission Service and ARR Entitlement eligibility, under which only customers that have obtained firm transmission rights receive the congestion hedge associated with ARR Entitlements. This approach avoids granting Interim NITS customers a benefit commensurate with firm service before they have obtained firm service, which in turn

avoids any corresponding reduction in ARR Entitlements available to existing firm-service customers.

Q. DOES THE PROPOSED MARKET PARTICIPATION TREATMENT OF INTERIM NITS LOAD SUPPORT A FINDING THAT THE PROPOSAL IS JUST AND REASONABLE?

A. Yes. Interim NITS Load may register as a Load Modifying Resource and remains subject to existing Resource Adequacy requirements, while the non-firm portions of Large Loads are prohibited from participating as Demand Response Resources or Emergency Demand Response, and Interim NITS Load is prohibited from participating as a supply-side resource except as a Load Modifying Resource. This treatment reflects the actual operating characteristics of Interim NITS Load because that Load is on a path to firm service and remains part of the capacity construct, it is appropriate to permit it to participate as a Load Modifying Resource, while restricting supply-side participation that could create inconsistent incentives regarding the Load's curtailment obligations under its interim, non-firm transmission arrangement.

Q. DOES THE FACT THAT INTERIM NITS IS BUILT UPON THE EXISTING NITS FRAMEWORK, RATHER THAN CREATING AN ENTIRELY NEW AND SEPARATE SERVICE STRUCTURE, SUPPORT A FINDING THAT INTERIM NITS IS JUST AND REASONABLE?

A. Yes. By using the existing *pro forma* NITS Service Agreement, supplemented by a new exhibit and a corresponding Network Operating Agreement exhibit, Interim NITS integrates into the existing, Commission-approved NITS framework rather than introducing an entirely new set of service terms. This approach promotes consistency and

administrability, limits the potential for unintended conflicts between Interim NITS and the rest of the Tariff, and ensures that Transmission Customers taking Interim NITS remain subject to the same underlying NITS Service Agreement priority and Schedule 9 rate treatment applicable to full NITS customers. In addition, using the existing NITS framework will allow Interim NITS to be implemented immediately upon Commission acceptance, without the need for software and system enhancements to accommodate Interim NITS.

Q. IN SUM, WHY IS INTERIM NITS JUST AND REASONABLE AND NOT UNDULY DISCRIMINATORY OR PREFERENTIAL?

A. Interim NITS is just and reasonable because it directly responds to the Commission's preliminary finding that MISO's Tariff lacks transmission services reflecting Eligible Customers taking service on behalf of flexible Large Loads willing and able to limit their use of the transmission system under certain conditions; it aligns the Interim NITS customer's charges, curtailment priority, Resource Adequacy obligations, and market participation rights with its actual, interim non-firm use of the transmission system. In addition, Interim NITS protects existing transmission customers from undue cost shifting by requiring Interim NITS Load to be billed under Schedule 9 and to remain subject to existing Resource Adequacy requirements, and it is time-limited and structurally integrated into the existing NITS framework so that it functions as a genuine bridge to full firm service rather than a permanent alternative. Interim NITS is not unduly discriminatory or preferential because it is available on comparable terms to any Large Load Transmission Customer that elects to take NITS and that is willing to accept the operating restrictions

and curtailment priority associated with interim, non-firm service during the period before completion of the required Upgrades.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

Affidavit of Zhaoxia Xie

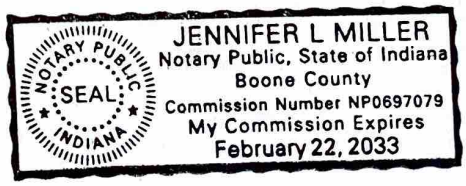
COUNTY OF HAMILTON)
)
STATE OF INDIANA)

Zhaoxia Xie, being duly sworn, deposes and states that she prepared the Prepared Direct Testimony of Zhaoxia Xie, and the statements contained therein are true and correct to the best of her knowledge and belief.

Zhaoxia Xie

SUBSCRIBED AND SWORN BEFORE ME, this 11 day of November, 2026.

(*Notary Public Signature*)



Commissioned in Boone county.

Commission Number: NP0697079

Commission Expires: February 22, 2033

Tab E

Exhibit No. MTO-0001

Prepared Testimony of Greg M. Gudeman on Behalf of The MISO Transmission Owners and Midcontinent Independent System Operator, Inc.

Exhibit No. MTO-0001

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Midcontinent Independent System Operator, Inc.	))	Docket No. ER27-_____

PREPARED TESTIMONY OF GREG M. GUDEMAN

ON BEHALF OF

THE MISO TRANSMISSION OWNERS
AND MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC.

November 16, 2026

I. INTRODUCTION

Q: What is your name, business address, and professional title?

A: My name is Greg M. Gudeman. My business address is 1901 Chouteau Avenue, St. Louis, Missouri 63103. I am the Director of Transmission Financial & Regulatory Services for Ameren Services Company ("Ameren Services"), which is the services company subsidiary of Ameren Corporation ("Ameren").

Q: Please describe your educational and professional background.

A: I graduated from Illinois State University with a Bachelor of Science degree in Finance in 1987. In 1993, I received my Master of Business Administration, also from Illinois State University. I began working for Illinois Power Company ("Illinois Power") in 1988. While employed by Illinois Power, I worked in the company's Rate Department, its Financial Services Group, and served as its Director of Investor Relations. Following Illinois Power's merger with Dynegy, I worked in Business Development Services, Customer Value Management, Transmission Analytics, and Energy Supply Management. Following Ameren's acquisition of Illinois Power, I began working in Ameren Services' Transmission Department as a Transmission Performance Specialist. I was promoted to Supervisor – Transmission Regulation and Policy in June 2007, and to Managing Supervisor – Transmission Regulation and Policy in January 2008. I was promoted to my current position in September 2013.

Q: What are your responsibilities as Director of Transmission Financial & Regulatory Services?

A: My duties and responsibilities include participating in the development of transmission policy and strategy, and performing related analysis for the

transmission business, including the calculation of transmission revenue requirements. My duties also include the preparation and review of internal and external financial reporting information for Ameren's transmission segment. In addition, I am also responsible for overseeing transmission billing and Alternative Retail Electric Supplier arrangements.

Q: Have you previously provided testimony to the Federal Energy Regulatory Commission ("FERC" or "Commission")?

A: Yes, I have testified numerous times before FERC. I have also provided testimony to the Missouri Public Service Commission and the Illinois Commerce Commission.

Q: What is the purpose of your testimony?

A: I am providing this testimony in support of the joint filing of Midcontinent Independent System Operator, Inc. ("MISO") and the MISO Transmission Owners to establish, in response to FERC's preliminary findings in the Order Instituting Proceeding Under Section 206 of the Federal Power Act ("Show Cause Order"),[1] two *pro forma* cost recovery agreements. One cost recovery agreement addresses the costs of Large Load Network Upgrades, the other addresses Impacted Transmission Owner Large Load Network Upgrades ("ITO-Large Load Network Upgrade(s)"). The rate mechanisms included in the *pro forma* cost recovery agreements are designed to mitigate the risk of unfair cost shifting, help ensure that a Transmission Customer taking Transmission Service on behalf of a Large Load (otherwise referred to as, a "Large Load Transmission Customer") bears the risk

[1] *Midcontinent Indep. Sys. Operator, Inc.*, 195 FERC ¶ 61,212, *errata notice*, 196 FERC ¶ 61,123, *order dismissing request for reh'g & clarification*, 196 FERC ¶ 61,217 (2026).

and is ultimately responsible for the costs incurred to provide such Transmission Service, including the cost of any Large Load network upgrades, and reduce speculative Large Load Project Review ("LLPR") requests. In this regard, wholesale Transmission Customers are protected from unjust cost shifts associated with transmission network upgrades necessary to serve Large Load Transmission Customers. I will describe and discuss the cost recovery agreements, including the Large Load Transmission Customer's upgrade cost obligations and how the agreements mitigate the risk of unfair cost shifting among Transmission Customers. I also describe and provide examples of how the upgrade cost obligations are determined and recovered.

Q: Are the capitalized terms in your testimony defined?

A: The capitalized terms I use in my testimony that are not otherwise defined herein are terms defined in Module A of the MISO Open Access Transmission, Energy, and Operating Reserve Markets Tariff ("Tariff").

II. BACKGROUND

Q: What is the purpose of the proposed cost recovery agreements?

A: In FERC's Show Cause Order, FERC preliminarily found that MISO's Tariff appeared to be unjust and unreasonable because it lacked "adequate mechanisms to mitigate the risk of cost shifting among transmission customers."[2] Specifically, FERC was concerned about the lack of a *pro forma* cost recovery agreement between MISO, the relevant transmission owner, and the Large Load Transmission Customer. Such agreements, FERC explained, would help ensure that Large Load

[2] Show Cause Order at P 78.

Transmission Customers "bear the risk and are ultimately responsible for costs incurred to provide transmission service, including the cost of Network Upgrades."[3] Consistent with the Show Cause Order, MISO and the MISO Transmission Owners, with input from stakeholders, are proposing two *pro forma* cost recovery agreements to address the concerns raised by FERC in the Show Cause Order.

Q: What are the two cost recovery agreements MISO and the MISO Transmission Owners are proposing?

A: The first agreement is the Large Load Cost Recovery Agreement (or "LL-CRA"), and the second agreement is the Large Load Impacted Transmission Owner Cost Recovery Agreement (or "LLITO-CRA").

Q: What are the differences between the agreements?

A: As I discuss in more detail below, the LL-CRA establishes the Large Load Transmission Customer's cost responsibility for its Large Load Network Upgrade(s). The LLITO-CRA, on the other hand, establishes the Large Load Transmission Customer's cost responsibility for its ITO-Large Load Network Upgrade(s).

Q: What is the difference between Large Load Network Upgrades and ITO-Large Load Network Upgrades?

A: The LLPR identifies additions, modifications, and upgrades to be made to the Transmission System, including the Transmission Owner's system protection facilities necessary to operate and maintain the Transmission System in a safe and reliable manner and provide Transmission Service to the Large Load Transmission Customer. The additions, modifications, and upgrades made to the Transmission

[3] *Id.*

System that are located within the Transmission Pricing Zone containing the Point of Withdrawal of the Large Load Transmission Customer are Large Load Network Upgrades. Those additions, modifications, and upgrades made to the Transmission System that are located outside the Transmission Pricing Zone containing the Point of Withdrawal of the Large Load Transmission Customer are ITO-Large Load Network Upgrades.

Q: When in the LLPR process are the cost recovery agreements required to be signed?

A: With the final LLPR Study Report, MISO will tender to the Large Load Transmission Customer and applicable Transmission Owner(s), as required, by an LL-CRA and/or LLITO-CRA(s). Transmission Owner and Large Load Transmission Customer shall have fifteen (15) Business Days to execute the agreement(s) or to request an unexecuted and/or non-conforming filing of the agreement(s) at FERC. If the agreement(s) have not been executed or an unexecuted and/or non-conforming filing is not requested by the conclusion of this period, the Large Load Application will be deemed withdrawn, and the project removed from the LLPR process.

III. LARGE LOAD COST RECOVERY AGREEMENT

Q: Who are the parties to an LL-CRA?

A: The parties to the agreement will be MISO, the Large Load Transmission Customer, and the Transmission Owner(s) required to construct Large Load Network Upgrade(s) as determined by MISO in the LLPR. For the purposes of the LL-CRA, LLPR includes the Transmission Provider's Large Load Addition Resource Study ("LARS") process.

Q: Can there be more than one Transmission Owner under an LL-CRA?

A: Yes. In the event that MISO determines through the LLPR process that the Large Load Transmission Customer is responsible for Large Load Network Upgrades on more than one Transmission Owner's facilities in the Transmission Pricing Zone containing the Point of Withdrawal for the Large Load, the LL-CRA will include as signatories the various Transmission Owners in the Transmission Pricing Zone that are required to construct Large Load Network Upgrades.

Q: What if the Transmission Provider identifies that network upgrades are required on a Transmission Owner's system outside the Large Load's Transmission Pricing Zone?

A: As mentioned above, such network upgrades are referred to as ITO-Large Load Network Upgrades and are recovered under a separate agreement, the LLITO-CRA. I describe in more detail later in my testimony the LLITO-CRA.

Q: When will the LL-CRA be effective?

A: The LL-CRA becomes effective upon execution by the parties or, if filed unexecuted and/or as a non-conforming agreement, such other date as it is permitted to become effective by FERC.

Q: What is the term of the LL-CRA?

A: The LL-CRA begins on the effective date and continues until the earlier of twenty (20) years after the date the final Large Load Network Upgrade goes into service or the date the Large Load Transmission Customer has satisfied in full, as applicable, its Total Required Revenue Commitment and/or any other outstanding payment obligations under the agreement. The twenty-year term balances the interests of various parties, including other Transmission Customers and Transmission Owners in the Transmission Pricing Zone, as a term of twenty years

is short enough to address concerns about the longevity of such loads and long enough to help avoid rate swings and rate shock by spreading the payments over a long enough term to prevent significant impact on the transmission rates and therefore on other Transmission Customers.

Q: Does the LL-CRA affect the Large Load Transmission Customer's obligations for Transmission Service under the Tariff?

A: No. A Large Load Transmission Customer is responsible for the timely payment of all applicable Transmission Service charges incurred for taking Transmission Service to serve the Large Load in accordance with the Tariff.

Q: What are the Large Load Transmission Customer's payment obligations under the LL-CRA?

A: In the Show Cause Order, FERC preliminarily found that, in order to prevent unjust and unreasonable cost shifting among transmission customers, a cost recovery agreement that requires the transmission customer to make a minimum contribution toward the transmission owner's transmission revenue requirement appeared necessary, in the event the transmission customer ultimately takes less transmission service than anticipated because the large load does not materialize as planned or is not developed at all. Consistent therewith, and in addition to Transmission Service charges incurred for taking Transmission Service to serve the Large Load in accordance with the Tariff, a Large Load Transmission Customer is responsible for the costs of the Large Load Network Upgrade(s) ("Minimum Contribution") pursuant to the cost recovery rate mechanisms, discussed below.

A. Minimum Contribution

Q: Describe cost recovery of the Minimum Contribution in the LL-CRA?

A: To begin, Transmission Owner(s) may roll into its rates for Transmission Service the capital costs of the Large Load Network Upgrade(s) or directly assign the costs of the Large Load Network Upgrade(s) to the Large Load Transmission Customer. As stated above, in both cases, the Large Load Transmission Customer is always responsible for the costs of the Large Load Network Upgrade(s) to mitigate the cost shifts to other Transmission Customers.

Q: Please describe the Large Load Transmission Customer's payment obligations if the capital costs of the Large Load Network Upgrade(s) are rolled into rates.

A: The Large Load Transmission Customer is responsible for its Total Required Revenue Commitment, which amount is set forth in the agreement and payable on a yearly basis consistent with the Yearly Required Revenue Commitment, as described below. If the Transmission Service revenue attributable to the Large Load Transmission Customer on behalf of the Large Load during a calendar year is less than its Yearly Required Revenue Commitment, the Large Load Transmission Customer is required to make a Supplemental Payment to meet its Minimum Contribution.

Q: What is the Large Load Transmission Customer's Total Required Revenue Commitment and how is it determined?

A: The Total Required Revenue Commitment is the sum of the 20-Year Incremental Revenue Requirement for each Large Load Network Upgrade covered under the agreement. The 20-Year Incremental Revenue Requirement for a Large Load Network Upgrade is the revenue requirement consisting of the full return on and of the Large Load Network Upgrade over a twenty-year period, including the capital

cost, return, depreciation, operations and maintenance, and taxes associated with the Large Load Network Upgrade. The 20-Year Incremental Revenue Requirement on an annual basis is referred to as the Annual Incremental Revenue Requirement. As described above, the 20-Year Incremental Revenue Requirement for each Large Load Network Upgrade is added together to derive the Total Required Revenue Commitment. The formulas for calculating the Total Required Revenue Commitment, the 20-Year Incremental Revenue Requirement, and the Annual Incremental Revenue Requirement are set forth in Exhibit C to the LL-CRA.

Q: Please provide an example of how the Total Required Revenue Commitment is determined.

A: For purposes of the example described below, Exhibit No. MTO-0002 to my testimony, which is part of Exhibit C to the LL-CRA as a formula template, shows the assumptions I have used in the example. These assumptions include a requested Large Load of 500 MWs with three required Large Load Network Upgrades to be placed in service in December 2027, 2028, and 2029 with total capital costs of $100 million. The Fixed Charge Rate in this example is 13.7024% and is based on the assumptions in Exhibit No. MTO-0005, which is also a formula template set forth Exhibit C to the LL-CRA. The assumptions in Exhibit No. MTO-0005 are illustrative of Tariff, Attachment O inputs for a generic Transmission Owner. As noted above, the Fixed Charge Rate includes the total revenue requirement for the Large Load Network Upgrades, including the return on and of the capital investment over twenty years, the associated income taxes, and an allocation of total company expenses. Exhibit No. MTO-0002 line 5 shows the 20-Year Incremental Revenue Requirement for each Large Load Network Upgrade after it

is placed in-service with the total amount for all three being $274 million, which is the Total Required Revenue Commitment. Once all three Large Load Network Upgrades are in-service, the Yearly Required Revenue Commitment will be 1/20 of this amount—$13.7 million beginning in January 2030 following the last Large Load Network Upgrade being placed in-service in December 2029.

Q: You describe the Transmission Customer's Yearly Required Revenue Commitment. What is the Yearly Required Revenue Commitment?

A: At the end of every calendar year following the in-service date of a Large Load Network Upgrade and continuing for the term of the agreement, the Transmission Provider, in coordination with the Transmission Owner, will determine whether the Large Load Transmission Customer has satisfied its Yearly Required Revenue Commitment or whether a Supplemental Payment is owed.

Q: How is the Yearly Required Revenue Commitment determined?

A: The Yearly Required Revenue Commitment is the sum of the Annual Incremental Revenue Requirement for each Large Load Network Upgrade that has been placed into service. When a Large Load Network Upgrade goes into service after the effective date of the LL-CRA, for the first partial year it is in service, the Annual Incremental Revenue Requirement will be prorated based on the number of months during the calendar year the upgrade was in service in accordance with the formula set forth in Exhibit C to the LL-CRA.

Q: Please provide an example of how the Yearly Required Revenue Commitment is determined as each Large Load Network Upgrade is placed in service.

A: Continuing with my example above, while the Yearly Required Revenue Commitment will be $13.7 million after all Large Load Network Upgrades have been placed into service in December 2029, the Yearly Required Revenue

Commitment each year will only reflect in-service Large Load Network Upgrades. In other words, the Yearly Required Revenue Commitment increases as each Large Load Network Upgrade is placed into service. For example, Exhibit No. MTO-0003 shows how the Yearly Required Revenue Commitment increases from $6.8 million in 2027 to $9.5 million in 2028 and then to $13.7 million in 2029 based on when each Large Load Network Upgrades goes into service.

Q: In your example of how the Total Required Revenue Commitment is determined you discuss a Fixed Charge Rate. How is the Fixed Charge Rate determined?

A: The Fixed Charge Rate is used in the determination of the 20-Year Incremental Revenue Requirement for the Large Load Network Upgrade(s). Exhibit No. MTO-0005 is labeled "Incremental Revenue Requirement of Large Load Network Upgrades Calculation". The formula is substantially the same as the Fixed Charge Rate calculation currently used in Tariff, Attachment X, Appendix 14 (Facilities Service Agreement for Network Upgrades for Generator Interconnections). For the LL-CRA, the formula adds lines 50-58 to determine an Allocation Factor for Expense to allocate a portion of existing operating expenses to the Large Load Network Upgrade revenue requirement. The Allocation Factor for Expense used in the formula is consistent with the calculation in Tariff, Attachment GG (Network Upgrade Charge and Targeted Market Efficiency Charge) which sums total operations and maintenance expense, general and common depreciation expense, and taxes other than income taxes and divides by Gross Transmission Plant to get an expense factor per dollar of gross plant investment. With the inclusion of these

expenses, the resulting Fixed Charge Rate includes all components of the revenue requirement.

Q: When is a Supplemental Payment required?

A: If the Transmission Service revenue attributable to Large Load Transmission Customer on behalf of the Large Load during a calendar year (the "Revenue Contribution") is less than Large Load Transmission Customer's Yearly Required Revenue Commitment, the Large Load Transmission Customer is required to make a Supplemental Payment to the Transmission Provider. The formula for determination of a Supplemental Payment is set forth in Exhibit D to the LL-CRA.

Q: What happens when the Large Load Transmission Customer's Revenue Contribution is equal to or greater than Large Load Transmission Customer's Yearly Required Revenue Commitment?

A: The Large Load Transmission Customer is deemed to have met its Yearly Required Revenue Commitment and is not required to make a Supplemental Payment to the Transmission Provider.

Q: Please provide an example of how the Supplemental Payment is determined.

A: Based on the assumptions and calculations in Exhibit Nos. MTO-0002 and MTO-0003 of my testimony, Exhibit No. MTO-0004 shows how the determination of a Supplemental Payment will be made each year. Assuming the Large Load Transmission Customer is taking Network Integration Transmission Service ("NITS"), the Transmission Customer's NITS Revenue Contribution in Exhibit No. MTO-0004 ("NITS Revenue Contribution") is equal to the applicable Zonal NITS rate times the Average Monthly Load for the calendar year. If the NITS Revenue Contribution is less than the Yearly Required Revenue Commitment, the Large Load Transmission Customer will owe the difference as a Supplemental Payment.

In this example, Supplemental Payments are owed in 2028 and 2029. This means that the Transmission Service revenue from the Large Load Transmission Customer's NITS under the Tariff did not cover the Yearly Required Revenue Commitment.

Q: If a Supplemental Payment is required, when is it due?

A: Within ninety days after the end of every calendar year during the term of the agreement, MISO will issue an invoice to the Large Load Transmission Customer indicating the amount of the Supplemental Payment due, if any, in accordance with the provisions of Section 7 of the Tariff applicable to Transmission Customers.

Q: In terms of rates, what happens to the Supplemental Payment?

A: MISO is required to allocate the Supplemental Payment to each Transmission Owner in proportion to their respective Annual Incremental Revenue Requirements included in the Yearly Required Revenue Commitment and any Supplemental Payment allocated to a Transmission Owner will be treated as a revenue credit against the revenue requirement for such Transmission Owner.

Q: Is there a lag in the crediting of Supplemental Payments to the revenue requirements?

A: While the need for a Supplemental Payment and the amount thereof will not be known until after a calendar year has ended, there does not necessarily need to be a large lag for significant Supplemental Payment amounts. Many MISO Transmission Owners use projected revenue requirements to set rates that are subsequently trued-up based on actual cost and revenue for the year. For example, a Transmission Owner would project its 2027 annual revenue requirement based on available forecasted information. Following the end of 2027, the Transmission

Owner would calculate a 2027 true-up based on its actual costs and actual revenues. The 2027 true-up is calculated and shared through the Attachment O Formula Rate Protocols process with stakeholders in 2028 with the resulting amount included in the 2029 projected rates. In this case, the exact amount of any Supplemental Payment owed for 2027 would not be reflected in rates until 2029. However, this lag is unnecessary and could be easily resolved by the Transmission Owner in developing its 2027 projected revenue requirement in at least one of two ways.

Q: Please explain the two ways a Transmission Owner could reduce the lag in crediting of the Supplemental Payments to the revenue requirements.

A: Continuing with the example above, as the 2027 projected revenue requirement is being developed in late 2026, the Transmission Owner should be forecasting transmission plant additions and be aware of whether any Large Load Network Upgrades are expected to be placed into service in 2027 that would increase its revenue requirement. The Transmission Owner should also be forecasting load each month and should reflect expected Large Load additions in its load divisor. In my example of a 500 MW load in Exhibit Nos. MTO-0002 and MTO-0003, I would expect a Transmission Owner to have information as to whether that load connecting to their Transmission System will happen in the upcoming year. While the exact amount of load and timing may vary, the Transmission Owner should be able to estimate whether a Supplemental Payment may be needed. If a significant Supplemental Payment is expected, the Transmission Owner has at least two options to reduce the potential lag in reflecting the actual Supplemental Payment in rates paid by Transmission Customers. One option would be to include a forecast of the Supplemental Payment in its 2027 projected revenue requirement

calculation. If the Large Load is not expected to come online in the year, this is an easy calculation as it will be based on the expected in-service date for the Large Load Network Upgrade and the Yearly Required Revenue Commitment. If the Large Load is expected to come online, the Yearly Required Revenue Commitment will be reduced by the expected NITS Revenue Contribution. While this is a forecast and will not exactly match the final Supplemental Payment owed, it could capture the majority of any expected large Supplemental Payments. I would also note that any forecast could understate or overstate the credit. This is no different than other revenue credits in the Attachment O formula rate calculation. For example, Schedules 7 and 8 revenues from Point-to-Point Transmission Service reservations are a revenue credit and Transmission Owners have very little ability to forecast how much this revenue will be in an upcoming year and may instead rely on the most recent historical period in setting projected rates. A second option for the Transmission Owner would be to identify the Large Load Network Upgrades that are expected to go into service 2027 and simply not include them in the projected revenue requirement for 2027. In this case, the Large Load Network Upgrades would only be reflected in the true-up calculation reducing the lag period.

Q: Do transmission owners have any incentive to over-collect transmission revenues from Transmission Customers?

A: No. As I noted above, amounts over-collected from Transmission Customers are given back as part of the subsequent Attachment O formula rate true-up and include twenty-four months of interest. The FERC interest rate is generally well above a utility's short-term borrowing cost, so it is not a desirable financing approach. Over-collecting from Transmission Customers also does not improve a

Transmission Owner's earnings as accounting rules require reported revenues to be based on the amount of revenue earned rather than collected because any amounts over-collected must be returned to Transmission Customers.

Q: Please describe how the cost recovery obligation protects Transmission Customers from cost shifts.

A: The cost recovery mechanism explained above is specifically designed to offset in rates the costs of the Large Load Network Upgrades so that the end result is that those costs are not shifted to other Transmission Customers. As shown in Exhibit No. MTO-0006, with all else being equal assuming no other changes to load or revenue requirements, the Large Load Transmission Customer pays at least the incremental revenue requirement for the Large Load Network Upgrades and the zonal rate charged to other customers will not increase as a result of the Large Load Network Upgrades. For example, Exhibit No. MTO-0006 shows the impact of Large Load Network Upgrades and the additional load on the Zonal NITS rate. Columns 1-4 calculate the Annual Incremental Revenue Requirement of the Large Load Network Upgrades each year that would be included in the Transmission Owner's Tariff, Attachment O revenue requirement. Columns 5-10 calculate the overall impact on the zonal rate of the actual incremental revenue requirement included in Attachment O calculations each year as the facilities depreciate over their life, and the incremental load. The initial assumption is a total Schedule 9 (NITS) zonal revenue requirement of $325 million with a total zonal load of 5,000 MW resulting in a rate of $65,000/MW-Year. These amounts are shown in the top row of columns 6, 8, and 9. The total revenue requirement in column 6 is increased by the actual incremental Annual Transmission Revenue Requirement in column 4

less any Supplemental Payment in Column 5 which is treated as a revenue credit. The incremental load in column 7 is added to the Zonal Load in column 8 to obtain the new total load in the zone. The resulting zonal rate is shown in Column 9 with the percent change from the original rate in column 10. In the early years, when load is ramping up and Supplemental Payments are required, the rate remains about the same. However, after the full load is reached, the Zonal NITS rate drops by over 7% in the outer years. Of course, every project will yield different results as the load and Large Load Network Upgrades costs vary.

Q: What transparency is provided regarding whether the Large Load Transmission Customer has met its Minimum Contribution in a given year?

A: Transmission Owners that are a party to an LL-CRA will include a workpaper in their Transmission Owner's annual informational filing, which is generally filed in March of a calendar year, and consistent with Tariff, Attachment O Formula Rate Protocols post the information on the MISO website and Open Access Same-Time Information System ("OASIS") detailing whether the Large Load Transmission Customer met its Yearly Required Revenue Commitment and if not, the amount of the Supplemental Payment. Exhibit No. MTO-0007 is an example of a worksheet that a Transmission Owner with Large Load Network Upgrades could provide as a workpaper in the annual informational filing. In addition, each applicable Transmission Owner will include a workpaper in the Transmission Owner's annual informational filing detailing the crediting of any Supplemental Payments.

Q: Please describe the Large Load Transmission Customer's payment obligations if the capital costs of the Large Load Network Upgrade(s) are directly assigned to the Large Load Transmission Customer.

A: The Large Load Transmission Customer is responsible for the costs incurred by the Transmission Owner related to the Large Load Network Upgrade(s) on a direct assignment basis, with payments due as specified in a separate agreement between the Transmission Owner and Large Load Transmission Customer to be filed with the Commission.

Q: What transparency is provided regarding the recovery of the Large Load Network Upgrade(s) costs that are directly assigned?

A: The agreement referred to above will be filed with FERC. In addition, in the LL-CRA, the Transmission Owner agrees that it will not recover the costs of the Large Load Network Upgrade(s) from other Transmission Customers and will include a workpaper in the Transmission Owner's annual informational filing detailing how the Large Load Network Upgrade(s) are not recovered from other Transmission Customers.

Q: Please describe how the cost recovery obligation protects Transmission Customers from cost shifts where the Large Load Network Upgrade costs are directly assigned.

A: As stated above, the costs of the Large Load Network Upgrades directly assigned to the Large Load Transmission Customer will not be recovered from other Transmission Customers.

B. Security Requirements

Q: Is the Large Load Transmission Customer required to provide security?

A: To secure its obligations under the agreement(s), the Large Load Transmission Customer, unless it and the Transmission Owner are the same legal entity, is

required to post sufficient financial security. Specifically, the Large Load Transmission Customer will provide each Transmission Owner under the agreement with security in the form of irrevocable security reasonably acceptable to the Transmission Owner (for example, a letter of credit, surety bond, or parent guaranty) in an amount equal to the estimated capital cost of the Large Load Network Upgrade(s). The security will be adjusted as actual Large Load Network Upgrade capital costs are known. Where the Large Load Transmission Customer and Transmission Owner are the same legal entity, the Transmission Owner is not required to demand security of itself but it is still subject to the requirement to protect against cost shifts. The security provisions in the agreement exist to protect the Transmission Owner from financial risk associated with the capital costs of the Large Load Network Upgrade(s) and Transmission Customers from related cost shifts, and in analogous circumstances, the Commission has found it would be impractical and unnecessary to require security.[4]

Q: How long must the Large Load Transmission Customer maintain security?

A: The Large Load Transmission Customer is required to maintain security until the termination or expiration of the LL-CRA.

Q: When is the Large Load Transmission Customer required to provide security?

A: The Large Load Transmission Customer is required to provide security within forty-five (45) Calendar Days of the execution of the LL-CRA. If the LL-CRA is filed unexecuted, separate terms apply, depending on when the Commission approves such agreement, as well as the nature of the parties' dispute.

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[4] *Midcontinent Indep. Sys. Operator, Inc.*, 156 FERC ¶ 61,166, at P 12 (2016).

Q: What happens if the Large Load Transmission Customer fails to provide security within the timeframes specified in the LL-CRA?

A: The Transmission Customer's Large Load Application will be immediately withdrawn.

Q: Do the security requirements of the LL-CRA affect the Large Load Transmission Customer's security requirements for Transmission Service?

A: No. The security obligations in the LL-CRA are in addition to Large Load Transmission Customer's obligation to provide security and comply with security and collateral requirements for Transmission Service under the Tariff.

Q: What triggers a Transmission Owner's right to draw upon the security?

A: A default. As discussed in more detail in the LL-CRA, a Large Load Transmission Customer will be in default if it, among other things, fails to make any payment when due, fails to provide security when due, or terminates or is declared to be in default of its Transmission Service Agreement. In such event, any unpaid Transmission Owner may draw on the remaining balance of the security.

Q: Why does the LL-CRA address default or termination of the Large Load Transmission Customer's Transmission Service?

A: Because the LL-CRA is a requirement for receiving Transmission Service under the Tariff when Large Load Network Upgrade(s) are identified by the Transmission Provider in the LLPR.

Q: What happens to rates if a Transmission Owner is forced to draw on the remaining balance of the security?

A: If a Transmission Owner draws on the remaining balance of the security, the Transmission Owner will ensure that such amount is reflected in its rates in a manner that mitigates cost shifts to other Transmission Customers and include a

workpaper in its annual informational filing detailing how it mitigated cost shifts to other transmission customers.

IV. LARGE LOAD IMPACTED TRANSMISSION OWNER COST RECOVERY AGREEMENT

Q: What is the LLITO-CRA?

A: As noted above, if in the LLPR MISO determines that the Large Load Transmission Customer is responsible for network upgrades on a Transmission Owner's system that is not in the Transmission Pricing Zone containing the Point of Withdrawal for the Large Load (i.e., ITO-Large Load Network Upgrade(s)), the LLITO-CRA is the agreement that establishes the Large Load Transmission Customer's cost responsibility associated with those network upgrades.

Q: Who are the parties to an LLITO-CRA?

A: The parties to the agreement will be MISO, the Large Load Transmission Customer, and the Transmission Owner(s) required to construct ITO-Large Load Network Upgrades, as determined by MISO in the LLPR. For the purposes of the LLITO-CRA, LLPR includes the Transmission Provider's LARS.

Q: Can there be more than one Transmission Owner under an LLITO-CRA?

A: No. Each impacted Transmission Owner outside the relevant Transmission Pricing Zone in MISO will have its own cost recovery agreement with the relevant Large Load Transmission Customer.

Q: When will the LLITO-CRA be effective?

A: The LLITO-CRA becomes effective upon execution by the parties to the agreement or, if filed unexecuted, such other date as it is permitted to become effective by FERC.

Q: What is the term of the LLITO-CRA?

A: The LLITO-CRA begins on the effective date and continues until either (a) two hundred forty (240) months of payments for each ITO-Large Load Network Upgrade have been collected by MISO from the Large Load Transmission Customer, unless the parties mutually agree on a different term; or (b) the Large Load Transmission Customer has satisfied its payment obligations under the agreement. As with the LL-CRA, the twenty-year term balances the interests of various parties, including other Transmission Customers, as a term of twenty years is short enough to address concerns about the longevity of such loads and long enough to help avoid rate swings and rate shock by spreading the payments over a long enough term to prevent significant impact on the transmission rates and therefore on other Transmission Customers.

A. Minimum Contribution

Q: Does the LLITO-CRA affect the Large Load Transmission Customer's obligations for Transmission Service under the Tariff?

A: No. The Large Load Transmission Customer is responsible for the timely payment of all applicable Transmission Service charges incurred for taking Transmission Service to serve the Large Load in accordance with the Tariff.

Q: What are the Large Load Transmission Customer's obligations under the LLITO-CRA?

A: In addition to any Transmission Service charges, the Large Load Transmission Customer is responsible for the costs of the ITO-Large Load Network Upgrade(s) ("Minimum Contribution") pursuant to either Section IV or Section V of the agreement.

Q: Please explain how the ITO-Large Load Network Upgrade costs are recovered under the terms of Section IV of the LLITO-CRA.

A: Similar to the LL-CRA, the Transmission Owner may roll into its rates for Transmission Service the capital costs of the ITO-Large Load Network Upgrade(s). After an ITO-Large Load Network Upgrade is placed in service and continuing for the term of the LLITO-CRA, the Large Load Transmission Customer is responsible for a Monthly Revenue Requirement for the ITO-Large Load Network Upgrade.

Q: How is the Monthly Revenue Requirement payment determined?

A: The Monthly Revenue Requirement is calculated consistent with a formula included as Exhibit II to the LLITO-CRA. This formula is identical to the "Incremental Revenue Requirement for Large Load Network Upgrades Calculation" formula in Exhibit C to the LL-CRA used to determine the 20-Year Incremental Revenue Requirement for each Large Load Network Upgrade. As I describe above, the formula multiplies the capital invested in the ITO-Large Load Network Upgrade(s) by a levelized Fixed Charge Rate determined from the term of the LLITO-CRA and data from the Transmission Owner's Tariff, Attachment O Formula Rate, including taxes, interest on long term debt, return on equity, depreciation expense, total operations and maintenance expense, general and common depreciation expense; taxes other than income taxes; and total gross transmission plant. At the beginning of the LLITO-CRA term, the Monthly Revenue Requirement is based on the initial or estimated capital cost of the ITO-Large Load Network Upgrade and then trued-up within one year of the in-service date when the actual capital costs of the ITO-Large Load Network Upgrade are known.

Q: What if there are multiple ITO-Large Load Network Upgrades under the LLITO-CRA?

A: The Monthly Revenue Requirement will be updated as each ITO-Large Load Network Upgrade is placed into service.

Q: Other than an update for actual costs, is the Monthly Revenue Requirement updated?

A: Yes. The Monthly Revenue Requirement will be re-calculated annually using updated inputs from the Transmission Owner's Tariff, Attachment O Formula Rate using data from the previous calendar year. In addition, because the Monthly Revenue Requirement will be adjusted each year based on the Attachment O inputs it uses, the LLITO-CRA requires recalculation of the Monthly Revenue Requirement for any adjustment to the inputs to the Attachment O Formula Rate for the period to which the adjustment applies and requires refunds or surcharges as necessary.

Q: How is the Monthly Revenue Requirement treated by the Transmission Owner?

A: Any payment from the Large Load Transmission Customer is to be treated as a revenue credit against the revenue requirement for the Transmission Owner.

Q: What transparency is provided regarding the payments?

A: The Transmission Owner will include a workpaper in the Transmission Owner's annual informational filing detailing the crediting of any payments.

Q: Please explain how the ITO-Large Load Network Upgrade costs are recovered under the terms of Section V of the LLITO-CRA.

A: The Large Load Transmission Customer is responsible for the costs incurred by Transmission Owner related to the ITO-Large Load Network Upgrade(s) on a direct assignment basis, with payments due as specified in a separate agreement between

Transmission Owner and Large Load Transmission Customer to be filed with the Commission.

Q: What transparency is provided regarding the recovery of the ITO-Large Load Network Upgrade(s) costs under Section V?

A: The agreement referred to above will be filed with the Commission. In addition, in the LLITO-CRA, the Transmission Owner agrees that it shall not recover the costs of the ITO-Large Load Network Upgrade(s) from other Transmission Customers and will include a workpaper in the Transmission Owner's annual informational filing detailing how the ITO-Large Load Network Upgrade(s) are not recovered from other Transmission Customers.

B. Security Requirements

Q: Is the Large Load Transmission Customer required to post security for its obligations under the LLITO-CRA?

A: To secure its obligations, the Large Load Transmission Customer is required to post sufficient financial security. Specifically, the Large Load Transmission Customer is required to provide the Transmission Owner with security in the form of irrevocable security reasonably acceptable to the Transmission Owner (for example, a letter of credit, surety bond, or parent guaranty) in an amount equal to the Initial Capital Cost of the ITO-Large Load Network Upgrade(s), which shall be adjusted as actual ITO-Large Load Network Upgrade capital costs are known.

Q: If the Large Load Transmission Customer and Transmission Owner reflect the same entity, is the entity required to provide security?

A: No. For the same reasons set forth above, a Large Load Transmission Customer that is the same legal entity as a Transmission Owner is not required to provide security to itself.

Q: How long must the Large Load Transmission Customer maintain security?

A: Until expiration of the LLITO-CRA.

Q: When is the Large Load Transmission Customer required to post security?

A: The Large Load Transmission Customer is required to provide security within forty-five (45) Calendar Days of the parties' execution of the LLITO-CRA. If the LLITO-CRA is filed unexecuted, separate terms apply, depending on when the Commission approves such agreement, as well as the nature of the parties' dispute.

Q: What happens if the Large Load Transmission Customer fails to provide security within the timeframes specified?

A: The Large Load Application is immediately withdrawn.

Q: Do the LLITO-CRA security requirements affect the Large Load Transmission Customer's security requirements for Transmission Service?

A: No. The security requirements in the LLITO-CRA are in addition to Large Load Transmission Customer's obligation to provide security and comply with security and collateral requirements for Transmission Service under the Tariff.

Q: What triggers a Transmission Owner's right to draw upon security?

A: When there is a default by the Large Load Transmission Customer. As specified in the LLITO-CRA, a Large Load Transmission Customer generally will be in default if it fails to make payments when due or fails to provide security when due.

Q: What happens if a Transmission Owner draws the remaining balance of the security?

A: If Transmission Owner draws on the remaining balance of the security, the Transmission Owner will ensure that such amount is reflected in its rates in a manner that mitigates cost shifts to other Transmission Customers. The Transmission Owner shall include a workpaper in the Transmission Owner's annual informational filing detailing how it mitigates cost shifts to other transmission customers.

V. CONCLUSION

Q: Does this conclude your testimony?

A: Yes.

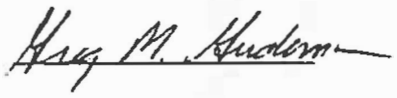
UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Midcontinent Independent System Operator, Inc.	))	Docket No. ER27-_____

AFFIDAVIT OF GREG M. GUDEMAN

I, Greg M. Gudeman, pursuant to 28 U.S.C. § 1746, state, under penalty of perjury, that I am the Greg M. Gudeman, referred to in the foregoing document entitled "Prepared Testimony of Greg M. Gudeman, on Behalf of the MISO Transmission Owners and Midcontinent Independent System Operator, Inc.," that I have read the same and am familiar with the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge, information, and belief.

Executed this 16th day of November 2026.



Greg M. Gudeman

Exhibit No. MTO-0002

Calculation of Total Required Revenue Commitment

Exhibit No. MTO-0002

Calculation of Total Required Revenue Commitment

Transmission Owner	
Transmission Customer	
Requested MWs	500
MTEP Project #	

	TOTAL REQUIRED REVENUE COMMITMENT	LLNU #1	LLNU #2	LLNU #3	Total
1	Estimated In-Service Dates of Large Load Network Upgrades	12/31/27	12/31/28	12/31/29	
2	Estimated Large Load Network Upgrade Costs	$50,000,000	$20,000,000	$30,000,000	$100,000,000
3	20-Year Fixed Charge Rate	13.7024%	13.7024%	13.7024%	
4	Estimated Annual Revenue Requirement	$6,851,200	$2,740,480	$4,110,720	$13,702,400
5	**20-Year Incremental Revenue Requirement/Total Required Revenue Commitment**	***$137,024,000***	***$54,809,600***	***$82,214,400***	***$274,048,000***
6	Maximum Large Load Network Upgrade Recovery Period				20
7	Yearly Required Revenue Commitment After Completion of Network Upgrades				$13,702,400
8	Estimated Date for Completion of all Network Upgrades				**12/31/29**

Exhibit No. MTO-0003

Example of Prorated Yearly Required Revenue Commitment Based on Large Load Network Upgrade In-Service Dates

Exhibit No. MTO-0003

Example of Prorated Yearly Required Revenue Commitment Based on Large Load Network Upgrade In-Service Dates

	LLNU #1	LLNU #2	LLNU #3
Estimated Annual Revenue Requirement	$6,851,200	$2,740,480	$4,110,720
Estimated Monthly Revenue Requirement	$570,933	$228,373	$342,560
Actual In-Service Dates	Dec-27	Dec-28	Dec-29
Next Billing Month	Jan-28	Jan-29	Jan-30
Months Billed in first year	12	12	12

Year	LLNU #1 ATRR	LLNU #2 ATRR	LLNU #3 ATRR	Yearly Required Revenue Commitment
2027	$0	$0	$0	$0
2028	$6,851,200	$0	$0	$6,851,200
2029	$6,851,200	$2,740,480	$0	$9,591,680
2030	$6,851,200	$2,740,480	$4,110,720	$13,702,400
2031	$6,851,200	$2,740,480	$4,110,720	$13,702,400
2032	$6,851,200	$2,740,480	$4,110,720	$13,702,400

Exhibit No. MTO-0004

Calculation of Supplemental Payment

Exhibit No. MTO-0004

Calculation of Supplemental Payment

Year #	Year	Average Zonal NITS Rate	Average Load per Month (MWs)	NITS Revenue Contribution	Yearly Required Revenue Commitment	NITS Revenue Contribution less Yearly Required Revenue Commitment	Supplemental Payment
	(1)	(2)	(3)	(4)	(5)	(6)	(7)
		Monthly Calculation	Monthly Calculation	(2 x 3)	As Calculated	(4-5)	(-6)
1	2028	$64,979	50	$3,248,947	$6,851,200	-$3,602,253	$3,602,253
2	2029	$64,936	100	$6,493,613	$9,591,680	-$3,098,067	$3,098,067
3	2030	$64,463	250	$16,115,697	$13,702,400	$2,413,297	$0
4	2031	$61,460	500	$30,730,087	$13,702,400	$17,027,687	$0
5	2032	$61,384	500	$30,691,952	$13,702,400	$16,989,552	$0
6	2033	$61,312	500	$30,655,980	$13,702,400	$16,953,580	$0
7	2034	$61,244	500	$30,621,963	$13,702,400	$16,919,563	$0
8	2035	$61,179	500	$30,589,328	$13,702,400	$16,886,928	$0
9	2036	$61,115	500	$30,557,403	$13,702,400	$16,855,003	$0
10	2037	$61,051	500	$30,525,720	$13,702,400	$16,823,320	$0
11	2038	$60,988	500	$30,494,045	$13,702,400	$16,791,645	$0
12	2039	$60,925	500	$30,462,355	$13,702,400	$16,759,955	$0
13	2040	$60,861	500	$30,430,680	$13,702,400	$16,728,280	$0
14	2041	$60,798	500	$30,398,990	$13,702,400	$16,696,590	$0
15	2042	$60,735	500	$30,367,315	$13,702,400	$16,664,915	$0

16	2043	$60,671	500	$30,335,625	$13,702,400	$16,633,225	$0
17	2044	$60,615	500	$30,307,749	$13,702,400	$16,605,349	$0
18	2045	$60,570	500	$30,285,191	$13,702,400	$16,582,791	$0
19	2046	$60,533	500	$30,266,441	$13,702,400	$16,564,041	$0
20	2047	$60,500	500	$30,249,970	$13,702,400	$16,547,570	$0

Exhibit No. MTO-0005

Incremental Revenue Requirement of Large Load Network Upgrades Calculation

Exhibit No. MTO-0005

EXAMPLE
EXHIBIT I

Incremental Revenue Requirement of Large Load Network Upgrades Calculation
(Populated Template)

Project Name:

Description

Cost Year:

Estimated or Actual Cost and ISD:

Rate Recovery Period:

Levelized Fixed Charge Computation:

LL Network Upgrade Capital Cost		$1,000,000
Incremental Revenue Requirement FCR	(Line 48)	13.7024%
Annual Incremental Revenue Requirement	(Line 19 x Line 20)	$137,024
20-Year Incremental Revenue Requirement	(Line 21 x 20)	$2,740,480

Fixed Charge Rate Calculation:

Investment	(Line 19)	1,000,000
PW Federal Tax Depreciation	[Line 106, Col (f)]	606,309
Applicable federal tax rate	(Line 61)	21.00%
PW Federal Tax Benefit	(Line 28 x Line 29)	127,325
PW State Tax Depreciation	[Line 106, Col (g)]	606,309
Applicable state tax rate	(Line 62)	7.11%
PW State Tax Benefit	(Line 32 x Line 33)	43,109

36	PW Tax Benefit	(Line 30 + Line 34)	170,434
37	Present Worth Cashflow	(Line 26 - Line 36)	829,566
38	Revenue Conversion Factor	[1/(1 - Line 60)]	1.3910
39	Present Worth Revenue Requirement	(Line 37 x Line 38)	1,153,939
40			
41	Discount Rate per Year	(Line 76)	7.2471%
42	Recovery Period (RP)		20
43	Annualization Factor	{ i [(1+i)^RP]} / {[(1+i)^RP] -1} (where RP is Line 42, and i is Line 41)	9.6213%
44			
45			
46	Levelized Amount	(Line 39 x Line 43)	111,024
47			
48	Levelized Fixed Charge Rate (FCR)	(Line 46 / Line 26)	11.1024%
49			
50	Allocation Factor for Expense	((Lines 56 + 57 + 58) / Line 55)	2.6000%
51			
52	Project Name: 0		
53			
54	Inputs from Attachment O		
55	Gross Transmission Plant - Total	5,000,000,000	
56	O&M Expense	100,000,000	
57	General and Common (G&C) Depreciation Expense	5,000,000	
58	Taxes Other than Income Taxes	25,000,000	
59			
60	Combined Tax Rate (Attachment O, p3, Line 21)	28.11%	
61	Applicable federal tax rate	21.00%	
62	Applicable state tax rate	7.11%	
63			
64	Interest (Attachment O, p4, Line 21)	300,000,000	
65			
66	Preferred Dividends (Attachment O, p4, Line 22)	2,000,000	
67			
68			

	Capital Structure	Amount	Weight	Cost	Weighted Cost
69					
70	(Attachment O, page 4, Lines 27-30):				
71	Long-Term Debt	6,500,000,000	44.83%	4.62%	2.0690%
72	Preferred Stock	50,000,000	0.34%	4.00%	0.0138%
73	Common Equity	7,950,000,000	54.83%	10.48%	5.7459%

74	Capitalization			14,500,000,000	100.00%		7.8287%
75							
76	Discount Rate				(Line 74 - (Line 60 x Line 71))		7.2471%
77							
78							
79	MACRS Depreciation Rates with Bonus Depreciation Option:						
80	(a)	(b)	(c)	(d)	(e)	(f)	(g)
81	Year	MACRS	MACRS	State	Present	Present	Present
82		Rates	Depr	Depr	Worth	Worth	Worth
83					Factor	Federal Tax	State Tax
84					1/(1+i)^n	Depreciation	Depreciation
85							
86	Base	(Line 19)	$1,000,000	$1,000,000			
87	1	0.00%	0		0.932426	0	
88	Remaining Base	(Line 86-Line 87)	1,000,000.0				
89							
90	1	5.00%	50,000	50,000	0.932426	46,621	46,621
91	2	9.50%	95,000	95,000	0.869418	82,595	82,595
92	3	8.55%	85,500	85,500	0.810668	69,312	69,312
93	4	7.70%	77,000	77,000	0.755888	58,203	58,203
94	5	6.93%	69,300	69,300	0.704810	48,843	48,843
95	6	6.23%	62,300	62,300	0.657183	40,943	40,943
96	7	5.90%	59,000	59,000	0.612775	36,154	36,154
97	8	5.90%	59,000	59,000	0.571367	33,711	33,711
98	9	5.91%	59,100	59,100	0.532758	31,486	31,486
99	10	5.90%	59,000	59,000	0.496757	29,309	29,309
100	11	5.91%	59,100	59,100	0.463190	27,374	27,374
101	12	5.90%	59,000	59,000	0.431890	25,482	25,482
102	13	5.91%	59,100	59,100	0.402706	23,800	23,800
103	14	5.90%	59,000	59,000	0.375493	22,154	22,154
104	15	5.91%	59,100	59,100	0.350120	20,692	20,692
105	16	2.95%	29,500	29,500	0.326461	9,631	9,631
106		Total	1,000,000	1,000,000		606,309	606,309
107							
108	Footnote:						
109	*Use line 90 if bonus depreciation is applicable*						

Exhibit No. MTO-0006

Zonal Rate Impact

Exhibit No. MTO-0006

Zonal Rate Impact

Actual Incremental Revenue Requirement Calculation					Impact on Zonal Rate					
Year	LLNU #1 ATRR $50,000,000	LLNU #2 ATRR $20,000,000	LLNU #3 ATRR $30,000,000	Incremental ATRR	Supplemental Payment	Zonal ATRR	Incremental Load	Zonal Load MW	Zonal Rate Rate	Percent Change
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						$325,000,000		*5,000*	*$65,000*	*0.0%*
2027	$0	$0	$0	$0	$0	$325,000,000		5,000	$65,000	0.0%
2028	$6,940,411	$0	$0	$6,940,411	$3,796,778	$328,143,633	50	5,050	$64,979	0.0%
2029	$6,778,980	$2,776,165	$0	$9,555,144	$3,380,905	$331,174,239	100	5,100	$64,936	-0.1%
2030	$6,553,789	$2,711,592	$4,164,247	$13,429,628	$0	$338,429,628	250	5,250	$64,463	-0.8%
2031	$6,342,059	$2,621,516	$4,067,388	$13,030,962	$0	$338,030,962	500	5,500	$61,460	-5.4%
2032	$6,142,372	$2,536,824	$3,932,273	$12,611,469	$0	$337,611,469	500	5,500	$61,384	-5.6%
2033	$5,953,595	$2,456,949	$3,805,235	$12,215,779	$0	$337,215,779	500	5,500	$61,312	-5.7%
2034	$5,774,736	$2,381,438	$3,685,423	$11,841,597	$0	$336,841,597	500	5,500	$61,244	-5.8%
2035	$5,600,552	$2,309,894	$3,572,157	$11,482,603	$0	$336,482,603	500	5,500	$61,179	-5.9%
2036	$5,426,369	$2,240,221	$3,464,841	$11,131,431	$0	$336,131,431	500	5,500	$61,115	-6.0%
2037	$5,252,043	$2,170,547	$3,360,331	$10,782,922	$0	$335,782,922	500	5,500	$61,051	-6.1%
2038	$5,077,860	$2,100,817	$3,255,821	$10,434,498	$0	$335,434,498	500	5,500	$60,988	-6.2%
2039	$4,903,535	$2,031,144	$3,151,226	$10,085,905	$0	$335,085,905	500	5,500	$60,925	-6.3%
2040	$4,729,351	$1,961,414	$3,046,716	$9,737,481	$0	$334,737,481	500	5,500	$60,861	-6.4%
2041	$4,555,026	$1,891,740	$2,942,121	$9,388,887	$0	$334,388,887	500	5,500	$60,798	-6.5%
2042	$4,380,842	$1,822,010	$2,837,611	$9,040,463	$0	$334,040,463	500	5,500	$60,735	-6.6%
2043	$4,206,517	$1,752,337	$2,733,016	$8,691,870	$0	$333,691,870	500	5,500	$60,671	-6.7%
2044	$4,074,131	$1,682,607	$2,628,505	$8,385,243	$0	$333,385,243	500	5,500	$60,615	-6.7%

2045	$3,983,542	$1,629,652	$2,523,910	$8,137,105	$0	$333,137,105	500	5,500	$60,570	-6.8%
2046	$3,892,953	$1,593,417	$2,444,479	$7,930,849	$0	$332,930,849	500	5,500	$60,533	-6.9%
2047	$3,802,365	$1,557,181	$2,390,125	$7,749,671	$0	$332,749,671	500	5,500	$60,500	-6.9%
2048	$3,711,776	$1,520,946	$2,335,772	$7,568,494	$0	$332,568,494	500	5,500	$60,467	-7.0%
2049	$3,621,187	$1,484,710	$2,281,419	$7,387,316	$0	$332,387,316	500	5,500	$60,434	-7.0%
2050	$3,530,598	$1,448,475	$2,227,066	$7,206,139	$0	$332,206,139	500	5,500	$60,401	-7.1%
2051	$3,440,009	$1,412,239	$2,172,712	$7,024,961	$0	$332,024,961	500	5,500	$60,368	-7.1%
2052	$3,349,421	$1,376,004	$2,118,359	$6,843,783	$0	$331,843,783	500	5,500	$60,335	-7.2%
2053	$3,258,832	$1,339,768	$2,064,006	$6,662,606	$0	$331,662,606	500	5,500	$60,302	-7.2%
2054	$3,168,243	$1,303,533	$2,009,652	$6,481,428	$0	$331,481,428	500	5,500	$60,269	-7.3%
2055	$3,077,654	$1,267,297	$1,955,299	$6,300,251	$0	$331,300,251	500	5,500	$60,236	-7.3%
2056	$2,987,066	$1,231,062	$1,900,946	$6,119,073	$0	$331,119,073	500	5,500	$60,203	-7.4%
2057	$2,896,477	$1,194,826	$1,846,593	$5,937,896	$0	$330,937,896	500	5,500	$60,171	-7.4%
2058	$2,805,888	$1,158,591	$1,792,239	$5,756,718	$0	$330,756,718	500	5,500	$60,138	-7.5%
2059	$2,715,299	$1,122,355	$1,737,886	$5,575,540	$0	$330,575,540	500	5,500	$60,105	-7.5%
2060	$2,624,710	$1,086,120	$1,683,533	$5,394,363	$0	$330,394,363	500	5,500	$60,072	-7.6%
2061	$2,534,122	$1,049,884	$1,629,179	$5,213,185	$0	$330,213,185	500	5,500	$60,039	-7.6%
2062	$2,443,533	$1,013,649	$1,574,826	$5,032,008	$0	$330,032,008	500	5,500	$60,006	-7.7%
2063	$2,352,944	$977,413	$1,520,473	$4,850,830	$0	$329,850,830	500	5,500	$59,973	-7.7%
2064	$2,262,355	$941,178	$1,466,120	$4,669,652	$0	$329,669,652	500	5,500	$59,940	-7.8%
2065	$2,171,766	$904,942	$1,411,766	$4,488,475	$0	$329,488,475	500	5,500	$59,907	-7.8%
2066	$2,081,178	$868,707	$1,357,413	$4,307,297	$0	$329,307,297	500	5,500	$59,874	-7.9%

Exhibit No. MTO-0007

Example Annual Summary of Large Load Yearly Required Revenue Commitment

Exhibit No. MTO-0007

Example Annual Summary of Large Load Yearly Required Revenue Commitment

Billing Year			NITS Revenue Contribution					Supplement Payment Calculation			
Year #	Year	Months Billed	Annualized NITS Zonal Rate Paid	Average Monthly NITS Rate Paid	Sum of Monthly Large Load	NITS Revenue Contribution	Cumulative NITS Revenue Contribution	Yearly Required Revenue Commitment	Revenue Contribution less Yearly Required Revenue Comittment	Supplemental Payment	Cumulative Supplemental Payment
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1	2028	12	$64,979	$5,415	600	$3,248,947	$3,248,947	$6,851,200	-$3,602,253	$3,602,253	$3,602,253
2	2029	12	$64,936	$5,411	1,200	$6,493,613	$9,742,559	$9,591,680	-$3,098,067	$3,098,067	$6,700,321
3	2030	12	$64,463	$5,372	3,000	$16,115,697	$25,858,256	$13,702,400	$2,413,297	$0	$6,700,321
4	2031	12	$61,460	$5,122	6,000	$30,730,087	$56,588,343	$13,702,400	$17,027,687	$0	$6,700,321
5	2032	12	$61,384	$5,115	6,000	$30,691,952	$87,280,295	$13,702,400	$16,989,552	$0	$6,700,321
6	2033	12	$61,312	$5,109	6,000	$30,655,980	$117,936,275	$13,702,400	$16,953,580	$0	$6,700,321
7	2034	12	$61,244	$5,104	6,000	$30,621,963	$148,558,238	$13,702,400	$16,919,563	$0	$6,700,321
8	2035	12	$61,179	$5,098	6,000	$30,589,328	$179,147,566	$13,702,400	$16,886,928	$0	$6,700,321
9	2036	12	$61,115	$5,093	6,000	$30,557,403	$209,704,969	$13,702,400	$16,855,003	$0	$6,700,321
10	2037	12	$61,051	$5,088	6,000	$30,525,720	$240,230,689	$13,702,400	$16,823,320	$0	$6,700,321
11	2038	12	$60,988	$5,082	6,000	$30,494,045	$270,724,734	$13,702,400	$16,791,645	$0	$6,700,321
12	2039	12	$60,925	$5,077	6,000	$30,462,355	$301,187,089	$13,702,400	$16,759,955	$0	$6,700,321
13	2040	12	$60,861	$5,072	6,000	$30,430,680	$331,617,769	$13,702,400	$16,728,280	$0	$6,700,321
14	2041	12	$60,798	$5,066	6,000	$30,398,990	$362,016,759	$13,702,400	$16,696,590	$0	$6,700,321
15	2042	12	$60,735	$5,061	6,000	$30,367,315	$392,384,074	$13,702,400	$16,664,915	$0	$6,700,321
16	2043	12	$60,671	$5,056	6,000	$30,335,625	$422,719,698	$13,702,400	$16,633,225	$0	$6,700,321
17	2044	12	$60,615	$5,051	6,000	$30,307,749	$453,027,448	$13,702,400	$16,605,349	$0	$6,700,321

18	2045	12	$60,570	$5,048	6,000	$30,285,191	$483,312,639	$13,702,400	$16,582,791	$0	$6,700,321
19	2046	12	$60,533	$5,044	6,000	$30,266,441	$513,579,080	$13,702,400	$16,564,041	$0	$6,700,321
20	2047	12	$60,500	$5,042	6,000	$30,249,970	$543,829,050	$13,702,400	$16,547,570	$0	$6,700,321
21	2048	0	$60,467	$5,039	6,000	$30,233,499	$574,062,549	$13,702,400	$16,531,099	$0	$6,700,321
22	2049	0	$60,434	$5,036	6,000	$30,217,029	$604,279,578	$13,702,400	$16,514,629	$0	$6,700,321
23	2050	0	$60,401	$5,033	6,000	$30,200,558	$634,480,136	$13,702,400	$16,498,158	$0	$6,700,321
24	2051	0	$60,368	$5,031	6,000	$30,184,087	$664,664,224	$13,702,400	$16,481,687	$0	$6,700,321
25	2052	0	$60,335	$5,028	6,000	$30,167,617	$694,831,840	$12,560,533	$17,607,083	$0	$6,700,321

Tab F

NARRATIVE RESPONSES TO SCO BRIEFING QUESTIONS

MISO provides answers to each of the briefing questions contained in the Show Cause Order, below. MISO has worked to address the Commission's concerns as expeditiously as possible. Therefore, MISO's proposals for addressing Commission concerns, and MISO's specific FPA Section 2025 Tariff proposals in response to the applicable briefing questions, are addressed in dockets pending before the Commission, with the remaining issues addressed in this Omnibus filing and the contemporaneously-filed GRITS proposal.

MISO's responses below either explain how the Omnibus filing addresses each of the briefing questions or identifies the applicable MISO Section 205 filing in which MISO addressed the issue and substantively responded to the briefing questions. MISO submits that, taken together, MISO's Large Load related filings referenced below address all concerns identified in the Show Cause Order and respond to all briefing questions. MISO therefore does not intend to make a separate answer to the Show Cause Order in the FPA Section 206 docket. In the event that the Commission determines that MISO and the MISO Transmission Owners have not completely or adequately addressed an issue identified by the Show Cause Order, MISO submits that compliance directives in the relevant Section 205 filing identified as responding to the applicable concern would be the most efficient and appropriate vehicle for further action.

Question 1: We direct further briefing regarding how MISO and the Transmission Owners, in responding to the order to show cause, should protect existing commercial arrangements including: (1) what would be a reasonable implementation period to ensure minimal disruption to such existing commercial arrangements, and (2) how to allow a reasonable amount of time to finalize ongoing agreements that are nearing completion as of the date such Tariff provisions are filed with the Commission. (P 123)

MISO's Interconnection Reliability Requirements ("IRR") filing[1] protects existing commercial arrangements by implementing three transition provisions. These transition provisions account for the Service Commencement Date of the Transmission Service to serve a Large Load, whether the transmission projects or upgrades associated with the Large Load have been approved by the MISO Board in MTEP 2026 or an earlier MTEP, and when transmission projects or upgrades associated with the Large Load have been submitted to the MISO Expedited Project Review process. *See* IRR Transmittal Letter at 13-14, citing Li Testimony at 18-19. Those provisions are more fully detailed in the IRR Transmittal letter submitted on August 28, 2026. *See* IRR Transmittal Letter at 14. By applying the transition provisions under the proposed Section 37A to only those Large Loads that MISO has not yet approved through its planning processes and applying visibility requirements to a broader set of Large Loads, MISO's approach avoids disruption to existing commercial arrangements and Large Loads in late stages of development.

Question 2: Today's order proposes, as part of a potential replacement rate, to establish new transmission services that recognize flexible large loads' ability and willingness to limit their use of the transmission system under certain conditions. As we assess this proposal, we also consider how these new transmission services might affect other parts of MISO's Tariff and/or processes. Specifically, what, if any, potential impacts on regional and local

[1] *Midcontinent Indep. Sys. Operator, Inc*, Docket No. ER26-3650 (Aug. 28, 2026) ("IRR Filing").

transmission planning would arise from the introduction of the new transmission services discussed herein? For example, when planning for load growth, how would transmission providers and planners account for flexible large loads' potential preference to take the new transmission services, including potential uncertainties around the type, location, and quantity of such expected loads? (P 124)

MISO is not currently proposing any changes to its regional and/or local transmission planning processes as firm load will remain represented in the same way specific to Firm Service Step Up and Interim NITS. This is the case because these transmission services both remain classified as Network Integrated Transmission Service, which is already well defined in how it is considered in our planning processes. However, MISO will continue to evaluate both the potential impact, and expected benefits, of the new transmission services being proposed in this omnibus filing, as well as the companion GRITS filing, on such planning processes as it gains further experience in implementing those new transmission services.

Question 3: Today's order preliminarily finds that MISO's Tariff appears to be unjust and unreasonable without the inclusion of cost shifting protections. We find that there may be a variety of possible approaches to protect customers from significant cost shifts associated with Network Upgrades triggered by large loads. To that end, we direct respondents to include information regarding potential structures for agreements between the transmission owner/provider and an Eligible Customer to prevent unjust and unreasonable cost shifts among transmission customers related to Network Upgrade costs required for large loads. Further, please include information on what an appropriate minimum level of cost recovery and financial security from an Eligible Customer would be under any such agreements. (P 125)

To mitigate costs shifts among transmission customers related to Network Upgrade costs required for Large Loads, MISO and the Transmission Owners developed a Large Load Cost Recovery Agreement ("LL-CRA") and Impacted Transmission Owner Cost Recovery Agreement ("LLITO-CRA") that is included in this filing. Details regarding these agreements are provided in the accompanying Transmittal Letter and the Testimony of Greg Gudeman.

Question 4: Today's order preliminarily finds that MISO's Tariff appears to be unjust and unreasonable because it lacks clear and consistent provisions requiring the evaluation of alternative transmission technologies. The order directs MISO to explain whether the Tariff remains just and reasonable without provisions that (1) require the evaluation of alternative transmission technologies in transmission service request studies, using models that are capable of evaluating the transmission system to accurately account for advanced transmission technologies, in all instances, without the need for a request from the Eligible Customer seeking transmission service on behalf of large load; and (2) if traditional Network Upgrades are selected instead of alternative transmission technologies, inclusion in the study report to the Eligible Customer seeking transmission service on behalf of large load of a sufficiently clear demonstration of why alternative transmission technologies are not feasible (i.e., would not resolve reliability violations identified or meet the relevant planning criteria) or would not result in lower costs or a faster timeline for accommodating the transmission service request. As noted above, to the extent stakeholders believe that specific characteristics of providing transmission service to Eligible Customers on behalf of large

loads warrant requirements beyond those contemplated here, we seek further briefing. (P 126)

MISO has specifically incorporated consideration of alternative transmission technologies ("ATTs") and Grid Enhancing Technologies ("GETs") as part of the LLPR. Proposed Attachment FF Section I.D.1.c.iii.b.2 requires Large Load Transmission Customers to include with their LLLPR Application the applicable Transmission Owner's Interconnection Study Report, specifically identifying what ATTs and GETs were considered and what the outcome of that determination. Proposed Attachment FF, Section I.D.1.c.iii.e, which establishes the LLPR System Impact Study, specifically provides that MISO may consider alternative solutions, including those submitted by stakeholders. These solutions will include any ATTs or GETs identified by stakeholders. In addition, the proposed LLPR System Impact Study provides that, in the event MISO identifies any Tranmission Issues during the study, MISO will collaborate with the Transmission Owners on the development of solutions, specifically including ATTs and GETS. Together, these proposed Tariff revisions embed a requirement to consider ATTs and GETS in the LLPR Study process and provide opportunities for stakeholders to suggest additional GETS or ATTs not initially identified in the study. Because this consideration is a part of the LLPR study, the basis for the proposed solution and alternatives considered will be included in the final LLPR Study report. Because LLPR will be the required core process for evaluation of all requests for Transmission Service to serve Large Loads, these requirements will apply uniformly to new Large Loads.

Question 5: Today's order preliminarily finds that MISO's Tariff appears to be unjust and unreasonable because it does not contain provisions allowing an interconnection customer serving electrically proximate large load or large co-located load to seek generator interconnection service(s) that reflects the operational dynamics of serving such loads. Any filings or tariff changes submitted in response to this order should address the following questions:

a. To what extent would MISO allow an interconnection customer's generating facility serving electrically proximate large load or large co-located load to participate in MISO's energy and ancillary services market, and if MISO were to allow them to participate, what restrictions or mitigation would MISO apply?

b. To the extent that MISO plans for the electrically proximate large load or large co-located load associated with an interconnection customer's generating facility for resource adequacy purposes, would MISO account for the generating facilities serving electrically proximate large load or large co-located load in the resource adequacy construct? If applicable, would MISO allow the generating facilities serving electrically proximate large load or large co-located load to participate in MISO's capacity market? If so, would MISO accredit these generating facilities using the same method as other MISO generating facilities? (P 127)

MISO's ZGIA[2] and LARS[3] filings each address generator interconnection services and studies for customers serving co-located load/generation and electrically proximate large loads,

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[2] *Midcontinent Indep. Sys. Operator, Inc*, Docket No. ER26-3552 (Aug. 18, 2026) ("ZGIA Filing").

[3] *Midcontinent Indep. Sys. Operator, Inc*, Docket No. ER27-25-000 (Oct. 2, 2026) ("LARS Filing").

respectively, in response to the issues identified in the Show Cause Order. Each of these filings is currently pending before the Commission and addresses all applicable requirements of the Show Cause Order.