

**AGENCY AGREEMENT FOR OPEN ACCESS**  
**TRANSMISSION SERVICE**  
**OFFERED BY MISO FOR**  
**NON-TRANSFERRED TRANSMISSION FACILITIES**

Through this Agreement (“Agency Agreement”), the entity executing this Agency Agreement (“Owner”), allows the Midcontinent Independent System Operator, Inc. ("MISO") to offer and provide transmission service over certain facilities as detailed below.

**RECITALS**

A. Pursuant to the Agreement of Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc., a Delaware Non-Stock Corporation ("Agreement"), MISO controls certain transmission facilities. MISO will offer to provide open access transmission service across those facilities. Through the Tariff, it is intended that MISO also will offer to provide transmission service over other booked transmission facilities, control of which will not be transferred to MISO. These other booked transmission facilities are the “Non-transferred Transmission Facilities.”

B. The Owners are or will be members of MISO. The Owners will or may maintain control of Non-transferred Transmission Facilities that are offered for service under the MISO Tariff.

C. In order for MISO to offer service over Non-transferred Transmission Facilities, it is necessary that Owners provide the authority to MISO to provide the transmission and other services necessary to effectuate the Tariff.

D. The Owners also will be entering into or will have entered into the Agreement which will detail the rights and responsibilities of the Owners, Members, and Users of MISO.

E. Each Owner will enter into an Agency Agreement to authorize MISO to act as its agent in the performance of its tariff administration duties with regard to Non-transferred Transmission Facilities; to commit Non-transferred Transmission Facilities and services as required for the performance of service agreements and of the Tariff; to arrange for dispute resolution; and for other purposes as specified herein and in the Agreement. This Agency Agreement pertains only to the Non-transferred Transmission Facilities and has no affect or bearing on service over any other transmission or other facilities.

## **TERMS OF AGREEMENT**

### **1. Incorporation Of Tariff.**

#### 1.1 Incorporation Of Tariff Into Agreement.

The Tariff, including each and every constituent part, is incorporated into this Agency Agreement as though set forth herein in its entirety. In the event of any conflict between any provision of this Agency Agreement and the Tariff, the Tariff shall control.

### **2. Appointment Of MISO As Agent.**

The Owner appoints MISO as its agent to enter into service agreements in conformity with the Tariff on its behalf with regard to service involving Non-transferred Transmission Facilities. It is agreed that all such service agreements will bind the Owner to perform to the requirements and specifications of the Tariff and service agreements where appropriate.

### **3. Performance By Owner.**

The Owner agrees to provide all services necessary or appropriate for performance under the Tariff and service agreements thereunder with regard to service involving Non-transferred

Transmission Facilities. Upon MISO's request, the Owner further agrees to provide MISO with all information necessary or appropriate relating to the Non-transferred Transmission Facilities to permit or facilitate MISO to perform its tariff administration functions under the Tariff and service agreements relating to such facilities.

**4. Payment Of Owners.**

MISO shall distribute revenues associated with service under the Tariff among transmission providers in accordance with Appendix C to the Agreement.

**5. Effectiveness, Duration Of Agency Agreement, and Withdrawal Rights.**

The Agency Agreement is effective on the Effective Date as defined in the Agreement. The term of this Agency Agreement shall thereafter be coextensive with the duration of the Owner's participation as an Owner under the Agreement. The Owner's withdrawal rights and obligations associated with such withdrawal under this Agency Agreement shall be as set forth in the Agreement.

**6. Liability And Indemnification.**

The liability and indemnification provisions governing MISO's liability to the Owner and any indemnification shall be the same as set forth in either the Tariff or the Agreement, whichever provision is applicable.

**7. Dispute Resolution Procedures.**

Any dispute between or among MISO and the Owner shall be resolved in accordance with the Dispute Resolution Procedures of the Tariff.

**8. Integration And Amendment.**

This is an integrated agreement which contains all terms and conditions of agreement between the parties concerning the subject matter. Any prior or oral agreements concerning the

subject matter not stated herein are superseded by this Agency Agreement. This Agency Agreement may be amended only by an executed writing.

**9. Authority.**

The Owner hereto represents that the person executing this agreement on its behalf is authorized to execute this agreement and bind such Owner to its terms, and that such authorization has been made in compliance with all applicable laws, articles of incorporation, bylaws, and resolutions and in a manner that the authorization is binding upon the Owner.

OWNER

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_