

ATTACHMENT K

GENERATOR

INTERCONNECTION PROCEDURES (GIP)

including

GENERATOR

INTERCONNECTION AGREEMENT (GIA)
(Effective July 11, 2017)

Generator
Interconnection Procedures (GIP)

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Appendix 1 – Interconnection Request for a Generating Facility

Appendix 2 – Confidentiality Agreement

Appendix 3 – Interconnection System Impact Study Agreement

Appendix 4 – Interconnection Facilities Study Agreement

Appendix 5 – Generator Interconnection Agreement

Section 1. Definitions

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the Regional Entity, as defined by Section 215 of the Federal Power Act, applicable to the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Balancing Authority(ies) for the Transmission System to which the Generating Facility is directly interconnected.

Balancing Authority shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Balancing Authorities and contributing to frequency regulation of the interconnection. A Balancing Authority must be certified by an Applicable Reliability Council.

Base Case shall mean the base case power flow, short circuit, and stability databases used for the Interconnection Studies by Transmission Provider or Interconnection Customer.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Generator Interconnection Agreement.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the Interconnection System Impact Study.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Generator Interconnection Agreement.

Confidential Information shall mean (i) any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, or (ii) the term as defined in the confidentiality agreement executed by the Parties.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the GIA.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean Transmission Provider's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the GIA becomes effective upon execution by the Parties.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the GIA to possess black start capability.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any 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 acts of negligence or intentional wrongdoing by the Party claiming Force Majeure. Economic hardship is not considered a Force Majeure event.

Generating Facility shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices as measured at the Point of Interconnection.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement set forth in Appendix 5 to the GIP.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures set forth herein.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which Interconnection Customer reasonably expects it will be ready to begin use of Transmission Provider’s Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including Transmission Provider or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System.

Interconnection Customer’s Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Customer’s Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean Transmission Provider's Interconnection Facilities and Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, or Network Upgrades.

Interconnection Facilities Study shall mean a study conducted to determine a list of facilities (including Transmission Provider's Interconnection Facilities, System Protection Facilities, and if required, Network Upgrades, as identified in the Interconnection System Impact Study and any associated Transmission Service Request), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission System. The scope of the study is defined in Section 8 of the GIP.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the GIP for conducting the Interconnection Facilities Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the GIP, in accordance with the Tariff, to interconnect a new Generating Facility, or to increase the capacity of, or make a modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission System.

Interconnection Service shall mean the service provided by Transmission Provider associated with interconnecting Interconnection Customer's Generating Facility to the Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the GIA and, if applicable, the Tariff.

Interconnection Study shall mean the Interconnection System Impact Study and/or the Interconnection Facilities Study described in the GIP.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Transmission System and, if applicable, any Affected Systems. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, and shall identify potential impacts, including but not limited to those identified in the Scoping Meeting.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the GIP.

IRS shall mean the Internal Revenue Service.

Joint Operating Committee shall be a group made up of representatives from Interconnection Customer and Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

Letter of Credit shall mean an unconditional, irrevocable, transferrable direct pay letter of credit that is in substance consistent with Transmission Provider's form (which shall be provided to Interconnection Customer upon request).

Loss shall mean any and all losses 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 the GIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Person.

Load and Resource Plan shall have the meaning set forth in Section 30.6 of the Tariff and shall identify projected load growth and projected amounts of generating capacity required from each Resource Area to meet a Network Customer's load requirements.

Load and Resource Transmission Study means a transmission planning study that models the Transmission System based on the Load and Resource Plan and identifies Network Upgrades required to transmit projected amounts of generation from each Resource Area to meet Network Customer load requirements.

Material Modification shall mean any modification that has a material impact on the cost or timing of any other Interconnection Request.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility and at the Point of Interconnection pursuant to the GIA at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.

Network Customer shall have the meaning provided in the Tariff.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service 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.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities

connect to the Transmission System to accommodate the interconnection of the Generating Facility to the Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the GIA or its performance.

Party or Parties shall mean Transmission Provider, Interconnection Customer or a combination of the above.

Point of Change of Ownership (PCO) shall mean the point, as set forth in Appendix A to the GIA, where Interconnection Customer's Interconnection Facilities connect to Transmission Provider's Interconnection Facilities.

Point of Interconnection (POI) shall mean the point, as set forth in Appendix A to the GIA, where the Interconnection Facilities connect to the Transmission System.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by Transmission Provider.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the GIA, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Request Window means a period of time during which Transmission Provider will receive Interconnection Requests for processing, as set forth in Section 3.3 of the GIP.

Resource Area means a geographic area of the Transmission System that is a projected location for interconnection of new Network Resources. Transmission Provider shall identify and evaluate each Resource Area on the basis of the combined Load and Resource Plan of all Network Integration Transmission Service customers as required by Section 30.6 of the Tariff.

Scoping Meeting shall mean the meeting between representatives of Interconnection Customer and Transmission Provider conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose. For public land, including that controlled or managed by any federal, state or local agency, documentation for the required minimum land area shall include a final, non-

appealable permit, license, or other exclusive right to use the property for the purpose of generating electric power. At all times, the minimum term of Site Control must extend at least until the reasonably expected In-Service Date.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission System or on other delivery systems or other generating systems to which the Transmission System is directly connected.

Tariff shall mean Transmission Provider's Tariff through which open access transmission service and Interconnection Service are offered, as amended or supplemented from time to time, or any successor tariff.

Transmission Provider shall mean Tri-State Generation and Transmission Association, Inc.

Transmission Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled, or operated by Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the GIA, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Transmission Service Request means an application for long term transmission service pursuant to Part II or Part III of the Tariff.

Transmission System shall mean the facilities owned, controlled or operated by Transmission Provider that are used to provide transmission service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Section 2. Scope and Application

2.1 Application of Generator Interconnection Procedures.

Sections 2 through 13 apply to processing an Interconnection Request pertaining to a Generating Facility interconnecting to the Transmission System.

2.1.1 Transmission Provider may modify the technical information required for an Interconnection Request for a Generating Facility with a capacity of 20 MW or less. The scope of work for Interconnection Studies for a

Generating Facility with a capacity of 20 MW or less will be appropriate to the size of the generator. All valid Interconnection Requests, including Interconnection Requests for a Generating Facility with a capacity of 20 MW or less will be included in a single interconnection queue.

2.2 Comparability.

Transmission Provider shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this GIP, subject to Applicable Reliability Standards. Transmission Provider will use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Generating Facilities are owned by Transmission Provider, its subsidiaries or Affiliates or others.

2.3 Base Case Data.

Transmission Provider shall provide base power flow, stability, and short circuit databases, including all underlying assumptions, and contingency lists, in accordance with Applicable Reliability Council policies, upon request subject to confidentiality provisions in Section 13.1. Transmission Provider shall require Interconnection Customer to sign a confidentiality agreement in the form of Appendix 2 to this GIP prior to the release of Base Case data. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the applicable authority.

2.4 No Applicability to Transmission Service.

Nothing in this GIP shall constitute a request for transmission service or confer upon an Interconnection Customer any right to receive transmission service.

Section 3. Interconnection Requests

3.1 General.

An Interconnection Customer shall submit to Transmission Provider an Interconnection Request in the form of Appendix 1 to this GIP along with a deposit and other items listed in Section 3.4.1. Transmission Provider shall apply the deposit toward the cost of administering the Interconnection Request and performing Interconnection Studies. Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. Interconnection Customer must submit

a deposit with each Interconnection Request even when more than one request is submitted for a single site. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests.

3.2 Interconnection Service.

3.2.1 The Product.

An Interconnection Customer may elect to interconnect its Generating Facility as: (1) a Network Resource identified in the Load and Resource Plan in which case Transmission Provider shall fund, construct and own the Network Upgrades identified in the Load and Resource Transmission Study; (2) a Network Resource not identified in the Load and Resource Study in which case Interconnection Customer shall fund pursuant to Section 11.5 of the Generator Interconnection Agreement and Transmission Provider will construct and own the Network Upgrades identified in the Interconnection Studies; (3) a non-Network Resource in which case Interconnection Customer will be responsible for Network Upgrades identified pursuant to a Transmission Service Request; or (4) a non-Network Resource to be interconnected without Network Upgrades with Interconnection Customer having the right to deliver the Generating Facility output using the transmission system on an “as available” basis.

3.2.2 The Studies.

3.2.2.1 The Interconnection Studies shall assure that Interconnection Customer's Generating Facility meets the requirements for Interconnection Service. The Interconnection Request will be studied with the Transmission System at peak load or other load conditions so as to simulate a variety of severely stressed conditions.

3.2.2.2 Network Resource. Requests to interconnect a Generating Facility as a Network Resource will be studied to determine whether, with the Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate of load on the Transmission System, consistent with Transmission Provider's reliability criteria and procedures.

3.2.2.3 Non-Network Resource. Requests to interconnect the Generating Facility as a non-Network resource shall be studied either (i) pursuant to a Transmission Service Request, so that any necessary Network Upgrades can be identified or (ii) at full output of the proposed Generating Facility with required Network Upgrades identified and to

also determine the maximum allowed output, at the time the study is performed, of the Generating Facility without requiring additional Network Upgrades.

3.2.2.4 Interconnection Service does not convey the right to deliver electricity to any customer or point of delivery. In order for Interconnection Customer to obtain the right to deliver or inject energy beyond the Generating Facility Point of Interconnection or to improve its ability to do so, transmission service must be obtained pursuant to the provisions of Transmission Provider's Tariff by either Interconnection Customer or the purchaser(s) of the output of the Generating Facility.

3.3 Request Windows.

Interconnection Requests must be submitted during a Request Window. Each calendar year Transmission Provider shall have two Request Windows: the first during the months of January and February and the second during the months of July and August. The Request Window will start the first calendar day of the month for that window and end on the last calendar day of the month for that window.

Transmission Provider shall make Reasonable Efforts to conduct a meeting to present the results of the Load and Resource Transmission Study prior to the opening of the first Request Window of each calendar year.

3.4 Valid Interconnection Request.

3.4.1 Initiating an Interconnection Request.

To initiate an Interconnection Request, Interconnection Customer must submit all of the following during a Request Window: (i) a deposit of one of the following amounts: (a) \$250,000 for a Generating Facility greater than 75 MW; \$25,000 of the deposit shall be non-refundable; (b) \$75,000 for a Generating Facility of more than 20 MW but no more than 75 MW; \$25,000 of the deposit shall be non-refundable; (c) \$50,000 for a Generating Facility less than or equal to 20 MW; \$5,000 of the deposit shall be non-refundable; (ii) a completed application in the form of Appendix 1, including data required in Attachments A, B or C to Appendix 1; and (iii) demonstration of Site Control of at least twenty-five percent (25%) of sufficient land area to support the size and type of Generating Facility proposed. The deposit shall be applied toward administration of the Interconnection Request and any required Interconnection Studies.

The expected In-Service Date of the new Generating Facility or increase in capacity of the existing Generating Facility shall be no later than the process window for the regional expansion planning period (or in the absence of a regional planning process, the process window for Transmission Provider's expansion planning period) not to exceed seven years from the date the Interconnection Request is received by Transmission Provider, unless Interconnection Customer demonstrates that engineering, permitting and construction of the new Generating Facility or increase in capacity of the existing Generating Facility will take longer than the regional expansion planning period. The In-Service Date may succeed the date the Interconnection Request is received by Transmission Provider by a period up to ten years, or longer where Interconnection Customer and Transmission Provider agree, such agreement not to be unreasonably withheld.

3.4.2 Acknowledgment of Interconnection Request.

Transmission Provider shall acknowledge receipt of the Interconnection Request within seven (7) Calendar Days of receipt of the request.

3.4.3 Deficiencies in Interconnection Request.

An Interconnection Request will not be considered to be a valid request until all items in Section 3.4.1 have been received by Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 3.4.1, Transmission Provider shall notify Interconnection Customer within seven (7) Calendar Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide Transmission Provider the additional requested information needed to constitute a valid request within fourteen (14) Calendar Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.4.3 shall be treated in accordance with Section 3.7.

3.4.4 Scoping Meeting.

Transmission Provider will make Reasonable Efforts to conduct Scoping Meetings with each Interconnection Customer that has a valid Interconnection Request within forty-five (45) Calendar Days prior to executing the System Impact Study Agreement. Transmission Provider shall establish a date agreeable to Interconnection Customer for the Scoping Meeting.

The purpose of the Scoping Meeting shall be to exchange information including any transmission data that would reasonably be expected to

impact such Interconnection Customer's interconnection options, to analyze such information and to review the requested Point of Interconnection. Interconnection Customer may prepare in advance for the Scoping Meeting by reviewing the Load and Resource Transmission Study and by attending an informational meeting that Transmission Provider may arrange at the beginning of the Request Window. At the Scoping Meeting, Interconnection Customer may identify an alternate, reduced level of generation output to be studied, up to sixty percent (60%) less than that stated in the Interconnection Request. Selection of such an alternative level of output will be at the sole determination of Interconnection Customer. Transmission Provider and Interconnection Customer will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. Transmission Provider and Interconnection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection, pursuant to Section 7.1, and one or more alternative Point(s) of Interconnection for purposes of the Interconnection System Impact Study.

3.5 OASIS Posting.

Transmission Provider will maintain on its OASIS a list of all Interconnection Requests. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the availability of any studies related to the Interconnection Request; (vii) the date of the Interconnection Request; (viii) the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and (ix) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of Interconnection Customer until Interconnection Customer executes a GIA. Interconnection Study reports shall be posted to Transmission Provider's OASIS site subsequent to the meeting between Interconnection Customer and Transmission Provider to discuss the applicable study results. Transmission Provider shall also post any known deviations in the Generating Facility's In-Service Date.

3.6 Coordination with Affected Systems.

Transmission Provider will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this GIP. Transmission Provider will include such Affected System Operators in all scoping and study review meetings held with Interconnection Customer as required by this GIP. Interconnection Customer will cooperate with Transmission Provider and all Affected System Operators in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

3.6.1 Transmission Provider's Transmission System Identified as an Affected System.

If Transmission Provider is notified by either an interconnection customer on a neighboring system to Transmission Provider or by a neighboring system that Transmission Provider may be an Affected System as a result of an interconnection customer's interconnection request on the neighboring system, interconnection customer and Transmission Provider shall enter into the necessary Interconnection Study agreement(s) with interconnection customer being responsible for all costs of the Interconnection Study. If the Interconnection Study indicates Network Upgrades are required by Transmission Provider, interconnection customer and Transmission Provider shall enter into a construction agreement that shall provide for the construction of Network Upgrades at interconnection customer's expense and will include terms for interconnection customer to provide Transmission Provider with a deposit or letter of credit equivalent to the costs of new facilities or upgrades against which Transmission Provider may draw consistent with commercial practices as established by the Uniform Commercial Code. This construction agreement shall specify the terms by which Transmission Provider shall refund to interconnection customer amounts paid by interconnection customer to Transmission Provider for Network Upgrades on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges as payments are made under Transmission Provider's Tariff for transmission service for interconnection customer's generation facility.

3.7 Withdrawal.

Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to Transmission Provider. In addition, if Interconnection Customer fails to adhere to all requirements of this GIP, except as provided in Section 13.5 (Disputes), Transmission Provider shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice,

Interconnection Customer shall have twenty-one (21) Calendar Days in which to either respond with information or actions that cure the deficiency or to notify Transmission Provider of its intent to pursue Dispute Resolution.

Withdrawal shall result in the loss of Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, Interconnection Customer's Interconnection Request is eliminated from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to Transmission Provider all costs that Transmission Provider prudently incurs with respect to the processing of that Interconnection Request prior to Transmission Provider's receipt of notice described above. Interconnection Customer must pay all monies due to Transmission Provider before it is allowed to obtain any further Interconnection Study data or results.

Transmission Provider shall (i) update the OASIS Queue Position posting and (ii) refund Interconnection Customer's deposit, less the non-refundable portion as set forth in Section 3.4.1, including interest computed based on the National Rural Utilities Cooperative Finance Corporation's (NRUCFC) Commercial Paper 30 day rate that is in effect on the first Business Day for the month preceding the month for which the refund is due, and release Interconnection Customer's Letter of Credit, if applicable. The interest rate for a deposit that is held for only a portion of a month shall be pro-rated based on the number of days in the month for which Transmission Provider holds the deposit. Interest will be paid only on the remaining principal amount of the deposit. In the event of such withdrawal,

Transmission Provider, subject to the confidentiality provisions of Section 13.1, shall provide, at Interconnection Customer's request, all information that Transmission Provider developed for any completed study conducted up to the date of withdrawal of the Interconnection Request, upon payment of any remaining balance owed by Interconnection Customer.

Section 4. Queue Position

4.1 General.

Transmission Provider shall assign a Queue Position based upon the date and time of receipt of the Interconnection Request, including all required application forms, data, and deposit. If the sole reason an Interconnection Request is not valid is the lack of required information on the application form and Interconnection Customer provides such information in accordance with Section 3.4.3, then Transmission Provider shall assign Interconnection Customer a Queue Position based on the date the corrected application form was filed. Moving a Point of Interconnection shall result in lowering of Queue Position if it is deemed a Material Modification under Section 4.4.3.

The Queue Position of each Interconnection Request will be used to determine the order of performing Interconnection System Impact Studies, subject to Section 7.1.1. A higher queued Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is lower queued. If performing the Interconnection System Impact Study in order of Queue Position will delay the study of Interconnection Requests that are otherwise ready for study, Transmission Provider may perform Interconnection System Impact Studies on the basis of an Interconnection Request's location by region.

The Queue Position shall govern the order of priority only through completion of an Interconnection System Impact Study. Thereafter, Interconnection Customers with Interconnection Requests that meet the requirements set forth in Section 8.1.1 shall proceed to an Interconnection Facilities Study on a first ready, first served basis. Further processing of each Interconnection Request shall be queued consecutively based on the order in which all pending Interconnection Requests have met the requirements of Section 8.1.1.

Transmission Provider may allocate the cost of the common upgrades on a prorated basis and without regard to Queue Position.

4.2 Clustering.

At Transmission Provider's option, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System Impact Study. Clustering of Interconnection Requests may be implemented on a regional basis as well as on the basis of Queue Position. If Transmission Provider elects to

study new Interconnection Requests using Clustering, Interconnection Requests received within a Request Window shall be studied together. If several Interconnection Customers within a Request Window request to be studied in a cluster, Transmission Provider may at its sole discretion implement such a proposal. The deadline for completing all Interconnection System Impact Studies for which an Interconnection System Impact Study Agreement has been executed during a queue cluster window shall be in accordance with Section 7.4, for all Interconnection Requests assigned to the same queue cluster window. Transmission Provider may study an Interconnection Request separately to the extent warranted by Good Utility Practice based upon the location or size of the proposed Generating Facility.

4.3 Transferability of Queue Position.

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change. At the time of transfer the new Interconnection Customer shall provide documentation of the change in ownership and transfer of Site Control.

4.4 Modifications.

Interconnection Customer shall submit to Transmission Provider, in writing, modifications to any information provided in the Interconnection Request. Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1 or 4.4.2, or are determined not to be Material Modifications pursuant to Section 4.4.3.

Notwithstanding the above, during the course of the Interconnection System Impact Study, either Interconnection Customer or Transmission Provider may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes are acceptable to Transmission Provider and Interconnection Customer, such acceptance not to be unreasonably withheld, Transmission Provider shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 7.6 and Interconnection Customer shall retain its Queue Position.

4.4.1 Prior to the return of the executed Interconnection System Impact Study Agreement to Transmission Provider, modifications permitted under this Section shall include specifically: (a) modifying the technical parameters associated with the Generating Facility technology or the Generating Facility step-up transformer impedance characteristics; and (b) modifying the interconnection configuration. For plant increases, Interconnection Customer must submit a new Interconnection Request for the incremental increase in plant output.

- 4.4.2** Prior to the return of the signed Interconnection Facilities Study Agreement to Transmission Provider, modifications permitted under this Section shall only include Generating Facility technical parameters associated with modifications to Generating Facility technology and transformer impedances; provided, however, the incremental costs associated with those modifications are the responsibility of the requesting Interconnection Customer.
- 4.4.3** Prior to making any modification other than those specifically permitted by Sections 4.4.1 or 4.4.2, Interconnection Customer may first request that Transmission Provider evaluate whether such modification is a Material Modification. Transmission Provider shall evaluate the proposed modifications prior to making them and inform Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4, 4.4.1, 4.4.2, and 7.2, shall constitute a Material Modification and shall result in a lowering of Queue position as set forth in Section 4.1.
- 4.4.4** Within thirty (30) Calendar Days after receipt of Interconnection Customer's request for modification permitted under this Section 4.4, Transmission Provider shall tender a revised Interconnection System Impact Study Agreement including any additional deposit required to cover the cost of the revised scope of work or restudy. Transmission Provider shall commence such studies within thirty (30) Calendar Days after receipt of the signed Interconnection System Impact Study Agreement and deposit.

Section 5. Procedures for Interconnection Requests Submitted Prior to the Effective Date of this GIP

An Interconnection Customer assigned a Queue Position prior to the effective date of this GIP shall retain that Queue Position. Interconnection Requests submitted prior to the effective date of this GIP shall be administered under this GIP, subject to the following:

- 5.1** If Interconnection Customer has not signed and returned an Interconnection System Impact Study Agreement, and has provided a deposit that is less than that required in Section 3.4, Interconnection Customer shall make such additional deposit as necessary to meet the requirements of Section 3.4 or the estimated cost of the Interconnection Studies, whichever is greater, prior to execution of the System Impact Study Agreement. The Interconnection Request will be processed in accordance with this GIP.

- 5.2** If an Interconnection System Impact Study Agreement has been signed and returned by Interconnection Customer prior to the effective date of this GIP, the Interconnection System Impact Study shall be completed in accordance with the terms of such agreement. Interconnection Customer shall be required to provide updated documentation of Site Control within fourteen (14) Calendar Days after receipt of an Interconnection System Impact Study report.
- 5.3** If Transmission Provider has tendered an Interconnection Facilities Study Agreement to Interconnection Customer prior to the effective date of this GIP, the Interconnection Facilities Study shall be completed in accordance with the terms of that agreement, provided Interconnection Customer has signed and returned, or does sign and return, the agreement in accordance with the previous Large Generator Interconnection Procedures. If an Interconnection Facilities Study Agreement has not been tendered, the Interconnection Facilities Study will be performed under the terms of this GIP. Additionally, if the full deposit amount in Section 5.1 has not been collected, the Interconnection Customer shall pay such deposit amount with the signed Interconnection Facilities Study Agreement. The deposit shall be the estimated cost of the Interconnection Facilities Study less the balance of the existing deposit, if any.
- 5.4** If an Interconnection Facilities Study Agreement has been tendered to Interconnection Customer prior to the effective date of this GIP, Interconnection Customer will have the option to execute the GIA included in this GIP or the Large Generator Interconnection Agreement included in the previous Large Generator Interconnection Procedures. Interconnection Customer shall notify Transmission Provider of its decision within thirty (30) Calendar Days of receipt of the draft Interconnection Facilities Study report.
- 5.5** If a Large Generator Interconnection Agreement has been tendered prior to the effective date of this GIP, then Interconnection Customer and Transmission Provider shall proceed in accordance with the terms of that agreement.

Section 6. Compliance with Reliability Standards

Interconnection Customer shall comply with all applicable NERC and Applicable Reliability Council Reliability Standard requirements mandated by FERC, pursuant to Section 215 of the Federal Power Act.

Section 7. Interconnection System Impact Study

7.1 Interconnection System Impact Study Agreement.

Within seven (7) Calendar Days following the Scoping Meeting, Interconnection Customer shall specify for inclusion in the attachment to the Interconnection System Impact Study Agreement the Point of Interconnection and any reasonable alternative Point(s) of Interconnection. Interconnection Customer may also specify an alternative study level as set forth in Section 3.4.4. Interconnection Customer also shall provide updated technical data as required in Appendix 1, Attachment A, B, or C. Within seven (7) Calendar Days following Transmission Provider's receipt of such designations and data, Transmission Provider shall tender to Interconnection Customer the Interconnection System Impact Study Agreement in the form of Appendix 3 which shall include a good faith estimate of the cost for completing the Interconnection System Impact Study.

The Interconnection System Impact Study Agreement shall provide that Interconnection Customer shall compensate Transmission Provider for the actual cost of the Interconnection System Impact Study and any additional payments required pursuant to Section 5.1 and that Transmission Provider will draw on Interconnection Customer's deposit to perform the study. In the event that the deposit is not sufficient to cover the costs, including potential re-study in accordance with Section 7.6, Transmission Provider shall invoice Interconnection Customer for the estimated balance to complete the study. Interconnection Customer shall submit payment no later than fifteen (15) Calendar Days after receipt of invoice. After completion of the Interconnection System Impact Study any remaining deposit shall be applied to the deposit requirement for the Interconnection Facilities Study, or refunded in accordance with Sections 3.4.1 and 3.7 if Interconnection Customer withdraws its request.

7.1.1 Transmission Provider shall commence the Interconnection System Impact Study on an expedited basis, regardless of Queue Position, in line with work already in progress, for an Interconnection Customer who, prior to commencement of the Interconnection System Impact Study, provides either (i) reasonable evidence of designation of the Generating Facility as a Network Resource, or (ii) a power purchase agreement or letter of intent between Interconnection Customer and a power purchaser to enter into a power purchase agreement.

7.2 Execution of Interconnection System Impact Study Agreement.

Interconnection Customer shall sign and return the Interconnection System Impact Study Agreement and any applicable deposit to Transmission Provider no later than thirty (30) Calendar Days after its receipt.

If Interconnection Customer does not provide all technical data required under Section 7.1 when it delivers the Interconnection System Impact Study Agreement,

Transmission Provider shall notify Interconnection Customer of the deficiency within seven (7) Calendar Days of the receipt of the signed Interconnection System Impact Study Agreement and Interconnection Customer shall cure the deficiency within fourteen (14) Calendar Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the signed Interconnection System Impact Study Agreement or deposit. Upon receipt of the signed Interconnection System Impact Study Agreement and verification of receipt of all technical data, Transmission Provider shall promptly execute the Interconnection System Impact Study Agreement.

If the Interconnection System Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting an alternative Point of Interconnection identified by either Interconnection Customer or Transmission Provider, and acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and restudies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if Transmission Provider and Interconnection Customer cannot agree on the alternative Point of Interconnection, then the Parties shall submit the matter to Dispute Resolution in accordance with Section 13.5.

7.3 Scope of Interconnection System Impact Study.

The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the Transmission System. Transmission Provider will study the Interconnection Request at the Generating Facility's proposed maximum level of output and at a lower level of output that would not require additional Network Upgrades. At Interconnection Customer's request, Transmission Provider will study the Interconnection Request at one alternative level as set forth in Section 3.4.4. The Interconnection System Impact Study will consider the Base Case as well as generating facilities and Network Upgrades that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; or (iii) may be interconnected in view of a demonstrated likelihood of construction. Transmission Provider will use engineering judgment based on Good Utility Practice to determine which facilities should be included in the study.

The Interconnection System Impact Study will consist of a power flow analysis, a stability analysis and a short circuit analysis. The Interconnection System Impact Study will state the assumptions upon which it is based; explain the results of the analyses; and identify the requirements or potential impediments to providing the requested Interconnection Service, including a preliminary indication of the cost and time required to correct any problems identified in those analyses and implement the interconnection. The Interconnection System Impact Study will provide a list of facilities that are required as a result of the Interconnection

Request and a preliminary non-binding good faith estimate of cost responsibility and time to construct.

7.3.1 Within seven (7) Calendar Days after completion of the steady-state preliminary power flow analysis, or at such other time as is mutually agreeable, Transmission Provider will meet with Interconnection Customer to review the initial findings with respect to the original study scope. Within thirty (30) Calendar Days after receipt of the preliminary report, Interconnection Customer shall either: (i) narrow the scope to one level of generation output for completion of the Interconnection System Impact Study (transient dynamics and short-circuit) study analyses; or (ii) authorize the Transmission Provider to complete the remainder of the Interconnection System Impact Study (transient dynamics and short-circuit) analyses at the two (or three) levels of the Generating Facility's output levels, as identified in Section 7.3 (and if applicable Section 3.4.4) of this GIP. In proceeding with alternative (ii), the Interconnection Customer shall acknowledge that the study costs will be higher and schedule for completing the study will be longer than alternative (i).

7.4 Interconnection System Impact Study Procedures

7.4.1 Transmission Provider shall coordinate the Interconnection System Impact Study with any Affected System that is affected by the Interconnection Request pursuant to Section 3.6 above. Transmission Provider shall utilize existing studies to the extent practicable when it performs the study. In the event that Transmission Provider determines that a single upgrade may benefit more than one Interconnection Request, Transmission Provider may propose or require that the Interconnection Requests be studied on a combined basis.

7.4.2 Transmission Provider shall use Reasonable Efforts to complete the Interconnection System Impact Study within the time frame specified in the Interconnection System Impact Study Agreement in accordance with Section 7.1.

7.4.3 At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required time frame for completing the Interconnection System Impact Study, Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If Transmission Provider is unable to complete the Interconnection System Impact Study within the time period, it shall notify Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, Transmission Provider shall provide Interconnection Customer all supporting documentation and

relevant power flow, stability and short circuit databases for the Interconnection System Impact Study, subject to confidentiality arrangements consistent with Section 13.1.

7.5 Meeting with Transmission Provider.

Within fourteen (14) Calendar Days of providing a draft Interconnection System Impact Study report to Interconnection Customer, Transmission Provider shall schedule a meeting with Interconnection Customer at a mutually agreeable date to discuss the results of the draft Interconnection System Impact Study. Within thirty (30) Calendar Days after this meeting, Transmission Provider shall tender the final Interconnection System Impact Study report, unless further study is required.

7.6 Re-Study.

If re-study of the Interconnection System Impact Study is required due to a higher queued project withdrawing from the queue, or a modification of a higher queued project subject to Section 4.4, or re-designation of the Point of Interconnection pursuant to Section 7.2, Transmission Provider shall notify Interconnection Customer in writing. Such re-study shall take no longer than sixty (60) Calendar Days from the date of notice. In accordance with Section 7.1, Interconnection Customer shall pay the estimated cost of re-study in advance and shall pay for the actual cost of the re-study.

Section 8. Interconnection Facilities Study

8.1 Interconnection Facilities Study Agreement.

Within fourteen (14) Calendar Days after receipt of the final Interconnection System Impact Study report, Interconnection Customer shall (a) narrow the scope to one level of generation output, if not previously narrowed under Section 7.3.1, for completion of the Interconnection Facilities Study; (b) provide demonstration of Site Control of at least fifty percent (50%) of sufficient land area to support the size and type of Generating Facility proposed; (c) provide security in the form of a deposit or Letter of Credit to cover twenty-five percent (25%) of the cost of the proposed Interconnection Facilities and Network Upgrades to be funded by Interconnection Customer identified in the final Interconnection System Impact Study; and (d) provide one of the following: (i) the designation of the Generating Facility as a Network Resource; (ii) a Transmission Service Request, or written confirmation of intent to submit a Transmission Service Request with thirty (30) Calendar Days, for the amount of generation identified in the final Interconnection System Impact Study; or (iii) a written statement indicating that Interconnection Customer will proceed with the Interconnection Request without making a Transmission Service Request and therefore shall accept the risk of any Transmission System operating limits.

8.1.1 Within fourteen (14) Calendar Days after receipt of the information in Section 8.1, Transmission Provider shall provide to Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 4 to this GIP, and a non-binding good faith estimate of the cost and time for completing the Interconnection Facilities Study, to be referenced in the description of scope attached to the Interconnection Facilities Study Agreement. The Interconnection Facilities Study Agreement shall provide that Interconnection Customer shall compensate Transmission Provider for the actual cost of the Interconnection Facilities Study, and that Transmission Provider will draw on Interconnection

Customer's deposit to perform the study and continue administration of the Interconnection Request. In the event that Interconnection Customer's remaining deposit will not cover the estimated costs, including any additional payments required pursuant to Section 5 and/or potential re-study in accordance with Section 8.5, Transmission Provider shall invoice Interconnection Customer for the additional deposit to complete the study and related work.

8.1.2 Interconnection Customer shall sign and return the Interconnection Facilities Study Agreement along with any additional deposit to Transmission Provider within fourteen (14) Calendar Days after its receipt, together with the required technical data and verification of compliance with the requirements set forth in Section 8.1.

8.1.3 In the event that Interconnection Customer is unable to meet the requirements of Section 8.1 within fourteen (14) Calendar Days after receipt of the final Interconnection System Impact Study report, Interconnection Customer may notify Transmission Provider in writing that it intends to defer executing the Interconnection Facilities Agreement. Interconnection Customer has a one-time right of deferral for a maximum of eighteen (18) months from the date it was to have met the requirements of Section 8.1. No later than eighteen (18) months after notice of deferral, Interconnection Customer shall provide Transmission Provider the documentation required in Section 8.1 and a written notice of its intent to execute an Interconnection Facilities Study Agreement. If Interconnection Customer fails to meet this requirement, the Interconnection Request will be deemed to be withdrawn in accordance with Section 3.7. Upon receipt of Interconnection Customer's written notice, Transmission Provider, at Interconnection Customer's expense, will review the Interconnection System Impact Study and perform any necessary re-studies. Upon completion of necessary re-studies, Transmission Provider will tender the Interconnection Facilities Study Agreement to Interconnection Customer. Interconnection Customer shall sign and return the Interconnection Facilities Study Agreement along with any additional deposit no later than fourteen (14) Calendar Days after its receipt.

Transmission Provider will commence Interconnection Facilities Studies for Interconnection Customers in the order in which it receives executed Interconnection Facilities Study Agreements.

8.2 Scope of Interconnection Facilities Study.

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Generating

Facility to the Transmission System, including any Network Upgrades identified as necessary in the Interconnection System Impact Studies or studies pursuant to a Transmission Service Request. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Transmission Provider Interconnection Facilities and any Network Upgrades necessary to accomplish the interconnection, and for an Interconnection Request in conjunction with a Transmission Service Request, capacity for transmission service; and an estimate of the time required to complete the construction and installation of such facilities. Transmission Provider will not perform an Interconnection Facilities Study for more than one generating output level.

8.2.1 If Interconnection Customer has submitted a Transmission Service Request in conjunction with its Interconnection Request as set forth in 8.1(c)(ii), Transmission Provider may perform a consolidated Facilities Study or concurrent Interconnection Facilities Study and Tariff facilities study that address the results of the Interconnection System Impact Study and the Tariff facilities study.

8.3 Interconnection Facilities Study Procedures.

Transmission Provider shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.6. Transmission Provider shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to Interconnection Customer within the following number of Calendar Days after receipt of an executed Interconnection Facilities Study Agreement: ninety (90) Calendar Days, with no more than a +/- 20 percent cost estimate contained in the report; or one hundred fifty (150) Calendar Days, if Interconnection Customer requests a +/- 10 percent cost estimate.

At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required time frame for completing the Interconnection Facilities Study, Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection Facilities Study. If Transmission Provider is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, it shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required.

8.4 Meeting with Transmission Provider.

Interconnection Customer may, within fourteen (14) Calendar Days after receipt of the draft report, provide written comments to Transmission Provider. Within fourteen (14) Calendar Days of receipt of Interconnection Customer comments on the draft report, or upon receiving Interconnection Customer's written statement that it will not provide comments, Transmission Provider shall schedule a meeting with Interconnection Customer at a mutually agreeable date to discuss the results of the Interconnection Facilities Study. Transmission Provider shall incorporate Interconnection Customer comments received at the meeting into the final report. Transmission Provider shall issue the final Interconnection Facilities Study report within fourteen (14) Calendar Days after meeting with Interconnection Customer. Transmission Provider may reasonably extend such fourteen-day period upon notice to Interconnection Customer if Interconnection Customer's comments require Transmission Provider to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Study report. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation and databases or data developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 13.1.

8.5 Re-Study.

If re-study of the Interconnection Facilities Study is required due to a material change relating to prior study assumptions, Transmission Provider shall so notify Interconnection Customer in writing. Such re-study shall take no longer than sixty (60) Calendar Days from the date of notice. In accordance with Section 8.1, Interconnection Customer shall pay the estimated cost of re-study in advance and shall pay for the actual cost of the re-study.

Section 9. Engineering & Procurement ('E&P') Agreement.

At any time after executing an Interconnection Facilities Study Agreement, an Interconnection Customer may, in order to advance the implementation of its interconnection, request, and Transmission Provider shall offer Interconnection Customer, an E&P Agreement that authorizes Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, Transmission Provider shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the GIP. The E&P Agreement shall provide for Interconnection Customer to pay for the cost of all activities authorized by Interconnection Customer and to make advance payments.

Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its Interconnection Request or either Party terminates the E&P Agreement, to the extent the equipment ordered can be canceled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, Transmission Provider may elect: (i) to take title to the equipment, in which event Transmission Provider shall refund to Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment; or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

Section 10. RESERVED

Section 11. Generator Interconnection Agreement (GIA)

11.1 Tender.

Simultaneously with the delivery of the final Interconnection Facilities Study report, Transmission Provider shall tender a draft GIA, together with draft appendices. The draft GIA shall be in the form of Transmission Provider's standard form GIA, which is in Appendix 5. Interconnection Customer shall complete the parts of the appendices for which Interconnection Customer is responsible and return the completed draft appendices within thirty (30) Calendar Days.

11.2 Negotiation.

Notwithstanding Section 11.1, at the request of Interconnection Customer, Transmission Provider shall begin negotiations with Interconnection Customer concerning the appendices to the GIA at any time after Transmission Provider executes the Interconnection Facilities Study Agreement. Transmission Provider and Interconnection Customer shall negotiate concerning any disputed provisions of the appendices to the draft GIA for not more than sixty (60) Calendar Days after tender of the final Interconnection Facilities Study report. Upon completion of negotiations, Transmission Provider shall tender a final GIA to Interconnection Customer. If Interconnection Customer determines that negotiations are at an impasse, it may pursue Dispute Resolution in accordance with Section 13.5.

11.3 Execution.

Within twenty-one (21) Calendar Days after receipt of the final GIA, Interconnection Customer shall sign the GIA and return it to Transmission

Provider along with (i) demonstration of Site Control equal to one hundred percent (100%) of sufficient land area to support the size and type of Generating Facility proposed and (ii) security in the form of a deposit or Letter of Credit (or an increase in the amount of an outstanding Letter of Credit) equal to the balance of the cost of the proposed Interconnection Facilities and Network Upgrades identified in the final Interconnection Facilities Study.

11.4 Commencement of Interconnection Activities.

Upon execution of the final GIA by Transmission Provider, Transmission Provider and Interconnection Customer shall perform their respective obligations in accordance with the terms of the GIA.

Section 12. Construction of Transmission Provider's Interconnection Facilities and Network Upgrades

12.1 Schedule.

Transmission Provider and Interconnection Customer shall negotiate in good faith concerning a schedule for the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades.

12.2 Construction Sequencing.

12.2.1 General.

In general, the proposed reasonable In-Service Date will determine the sequence of construction of Network Upgrades.

12.2.2 Advance Construction of Network Upgrades that Are an Obligation of an Entity Other than Interconnection Customer.

An Interconnection Customer with an GIA, in order to maintain its In-Service Date, may request that Transmission Provider advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such In-Service Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than Interconnection Customer that is seeking interconnection to the Transmission System, in time to support such In-Service Date. Upon such request, Transmission Provider will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer commits to pay Transmission Provider, in advance: (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

Transmission Provider will refund to Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with

Article 11.5 of the GIA. Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that Transmission Provider has not refunded to Interconnection Customer. Payment by that entity shall be due on the date that it would have been due had there been no request for advance construction. Transmission Provider shall forward to Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to Interconnection Customer. Transmission Provider then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.5 of the GIA.

12.2.3 Advancing Construction of Network Upgrades that Are Part of an Expansion Plan of Transmission Provider.

An Interconnection Customer with an GIA, in order to maintain its In-Service Date, may request that Transmission Provider advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such In-Service Date and (ii) would otherwise not be completed, pursuant to an expansion plan of Transmission Provider, in time to support such In-Service Date. Upon such request, Transmission Provider will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer commits to pay Transmission Provider any associated expediting costs. Interconnection Customer shall be entitled to transmission credits, if any, for any expediting costs paid.

12.2.4 Amended Interconnection System Impact Study.

An Interconnection System Impact Study will be amended to determine the facilities necessary to support the requested In-Service Date, provided that Interconnection Customer submits a deposit and pays for any necessary re-study or technical evaluation. This amended study will include those transmission and Generating Facilities that are expected to be in service on or before the requested In-Service Date.

Section 13. Miscellaneous

13.1 Confidentiality.

In the event the Parties have executed a confidentiality agreement, the provisions of such agreement shall apply to Confidential Information under this GIP. 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 either of the Parties to the other prior to the execution of a GIA.

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. As soon as reasonably possible, oral designation of Confidential Information shall be confirmed in writing by the designating Party to the other Party.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

13.1.1 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 third 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 the GIA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, 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 the GIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

13.1.2 Release of Confidential Information.

Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 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 13.1. The release of Confidential Information shall be subject to Applicable Laws and Regulations and Applicable Reliability Standards.

13.1.3 Rights.

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

13.1.4 No Warranties.

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

13.1.5 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 the other Party under these procedures or its regulatory requirements.

13.1.6 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 either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of the GIA. 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.

13.1.7 Remedies.

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first

Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving 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 13.1, 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 13.1.

13.1.8 Disclosure to FERC, its Staff, or a State.

Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the GIP, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR section 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 Party prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules and regulations.

13.1.9 Subject to the exception in Section 13.1.8, any information that a Party claims is competitively sensitive, commercial or financial information (“Confidential Information”) shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing 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 other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this GIP or as a transmission service provider or a Balancing Authority operator including disclosing the Confidential Information to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party in

writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

13.1.10 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

13.1.11 Transmission Provider shall, at Interconnection Customer's election, destroy, in a confidential manner, or return the Confidential Information provided at the time of Confidential Information is no longer needed.

13.2 Delegation of Responsibility.

Transmission Provider may use the services of subcontractors as it deems appropriate to perform its obligations under this GIP. Transmission Provider shall remain primarily liable to Interconnection Customer for the performance of such subcontractors and compliance with its obligations of this GIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and for no other purpose.

13.3 Obligation for Study Costs.

Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Studies and administration of the Interconnection Requests. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer shall pay any such undisputed costs within fifteen (15) Calendar Days of receipt of an invoice therefore. Transmission Provider shall not be obligated to perform or continue to perform any studies unless Interconnection Customer has paid all undisputed amounts in compliance herewith.

13.4 Third Parties Conducting Studies.

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer receives notice pursuant to Sections 7.4 or 8.3 that

Transmission Provider will not complete an Interconnection Study within the applicable time frame for such Interconnection Study, or (iii) Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 7.4 or 8.3 within the applicable time frame for such Interconnection Study, then Interconnection Customer may require Transmission Provider to utilize a third party consultant reasonably acceptable to Interconnection Customer and Transmission Provider to perform such Interconnection Study under the direction of Transmission Provider. At other times, Transmission Provider may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of Interconnection Customer, or on its own volition.

In all cases, use of a third party consultant shall be in accord with Article 26 of the GIA and limited to situations where Transmission Provider determines that doing so will help maintain or accelerate the study process for Interconnection Customer's pending Interconnection Request and not interfere with Transmission Provider's progress on Interconnection Studies for other pending Interconnection Requests. Transmission Provider shall convey all databases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as practicable upon Interconnection Customer's request subject to the confidentiality provision in Section 13.1. In any case, such third party contract may be entered into with either Interconnection Customer or Transmission Provider at Transmission Provider's discretion. In the case of (iii) Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this GIP, Article 26 of the GIA, and the relevant Tariff procedures and protocols as would apply if Transmission Provider were to conduct the Interconnection Study, and shall use the information provided to it solely for purposes of performing such services and for no other purposes. Transmission Provider shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes.

13.5.1 Submission.

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with the GIA, the GIP, or their performance, such Party (the "disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt

of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this GIA.

13.5.2 External Arbitration Procedures.

Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and applicable FERC regulations; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

13.5.3 Arbitration Decisions.

Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the GIA and GIP and shall have no power to modify or change any provision of the GIA and GIP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. Substantive standards for the resolution of disputes resolved hereunder shall reflect applicable legal precedent.

13.5.4 Costs.

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and

one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

13.6 Local Furnishing Bonds.

13.6.1 Transmission Providers That Own Facilities Financed by Local Furnishing Bonds.

This provision is applicable only to a Transmission Provider that has financed facilities for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code (“local furnishing bonds”). Notwithstanding any other provision of this GIA and GIP, Transmission Provider shall not be required to provide Interconnection Service to Interconnection Customer pursuant to this GIA and GIP if the provision of such Transmission Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance Transmission Provider’s facilities that would be used in providing such Interconnection Service.

13.6.2 Alternative Procedures for Requesting Interconnection Service.

If Transmission Provider determines that the provision of Interconnection Service requested by Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise Interconnection Customer within thirty (30) Calendar Days of receipt of the Interconnection Request.

Interconnection Customer thereafter may renew its request for interconnection using the process specified in Article 5.2(ii) of the Tariff.

13.7 Letter of Credit.

13.7.1 Acceptance.

Transmission Provider will accept a Letter of Credit from a U.S. commercial bank or a licensed U.S. branch of a foreign bank, with such bank having an unsecured bond rating equivalent to A- or better as determined by at least two (2) rating agencies, one of which must be either Standard & Poor’s or Moody’s, and an asset value of at least thirty billion Dollars (\$30,000,000,000.00). All costs related to the issuance, maintenance and administration of the Letter of Credit shall be borne by Interconnection Customer.

13.7.2 Renewal.

To the extent Interconnection Customer provides a Letter of Credit pursuant to Section 8.1 or Section 11.3 and the Letter of Credit expires before the earlier of (i) Interconnection Customer withdrawing its

Interconnection Request or (ii) its release by Transmission Provider pursuant to the GIA, Interconnection Customer shall cause the Letter of Credit's renewal or extension for additional consecutive terms of three hundred sixty (360) Calendar Days or more no later than thirty (30) Calendar Days prior to the expiration date of the Letter of Credit and written proof of such renewal shall be provided to Transmission Provider by Interconnection Customer as soon as practicable thereafter, but in no event later than twenty (20) Calendar Days prior to the expiration of the same.

13.7.3 Letter of Credit Default.

If Interconnection Customer fails to maintain or renew the Letter of Credit in accordance with this GIP or the issuer of the Letter of Credit, at any time, fails to meet the requirements of Section 13.7.1, Transmission Provider shall deem the Interconnection Request to be withdrawn pursuant to Section 3.7.

**APPENDIX 1 to GIP
INTERCONNECTION REQUEST FOR A
GENERATING FACILITY**

1. The undersigned Interconnection Customer submits this request to interconnect its Generating Facility with Transmission System pursuant to a Tariff.
- 2.a. This Interconnection Request is for (check one):
☐ A proposed new Generating Facility.
☐ An increase in the generating capacity or a Material Modification of an existing Generating Facility.
- 2.b. This interconnection agreement shall be studied as:
☐ A Network Resource (see GIP Sections 3.2.2.2, 7.1, and 8.1).
☐ A Non-Network Resource (see GIP Sections 3.2.2.3, 7.1, and 8.1).
3. Interconnection Customer provides the following information:
 - a. Address or location of the proposed new Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and specific location of the existing Generating Facility;
 - b. Maximum summer at ____ degrees C and winter at ____ degrees C megawatt electrical output of the proposed new Generating Facility or the amount of megawatt increase in the generating capacity of an existing Generating Facility;
 - c. General description of the equipment configuration;
 - d. In-Service Date (Day, Month, and Year);
 - e. Commercial Operation Date (Day, Month, and Year);
 - f. Name, address, telephone number, and e-mail address of Interconnection Customer's contact person;
 - g. Approximate location of the proposed Point of Interconnection (optional); and
 - h. Interconnection Customer Data (set forth in Attachment A, B, or C); and
 - i. Evidence of Site Control as specified in the GIP
4. Applicable deposit amount as specified in the GIP. (Check Deposit Included).
☐ \$50,000 Deposit for Project 20 MW or less
☐ \$75,000 Deposit for Project greater than 20 MW but no more than 75 MW

_____ \$250,000 Deposit for Project greater than 75 MW

5. Signed Confidentiality Agreement in the form of Appendix 2 to the GIP (two originals included).
6. This Interconnection Request, and any subsequent inquiries related to the Interconnection Request, shall be submitted to the representative indicated below:

If by mail:

Tri-State Generation and Transmission Association, Inc. (System Operations)
Attn: Transmission Interconnection Administrator
1100 W. 116th Avenue
Westminster, Colorado 80234

If by overnight delivery:

Tri-State Generation and Transmission Association, Inc. (System Operations)
Attn: Transmission Interconnection Administrator
3761 Eureka Way
Frederick, Colorado 80516

7. Representative of Interconnection Customer to contact:

[To be completed by Interconnection Customer]

8. This Interconnection Request is submitted by:

Name of Interconnection Customer: _____

By (signature): _____

Name (type or print): _____

Title: _____

Date: _____

Attachment A to Appendix 1
Interconnection Request

GENERATING FACILITY DATA
WIND PROJECT GENERATION FACILITY APPLICATIONS

1. One-line Diagram. Should be similar to Figure 1 shown on this Attachment. Please include as separate attachment.

2. Interconnection Transmission Line.

- Line voltage = _____ kV
- Line Conductor Size = _____ kcmil _____ (Type ACSR, etc.) _____ (# Cond per Phase)
- Line Length = _____ miles
- Line Thermal Rating = _____ MVA _____ Amps @ _____ @ Cond Temp (deg C)
- R = _____ Ohm or _____ pu on 100 MVA and line kV base (positive sequence)
- X = _____ Ohm or _____ pu on 100 MVA and line kV base (positive sequence)
- B = _____ μmho or _____ pu on 100 MVA and line kV base

3. Main Substation Transformer. (NOTE: If there are multiple transformers, data for each transformer should be provided. If final impedance data is not known at this time, the IC should supply typical data for use in completing the short-circuit portion of the System Impact Study (SIS).)

- Rating (ONAN/ONAF1/ONAF2): _____ / _____ / _____ MVA / MVA / MVA
- Nominal Voltage for each winding (Low/High/Tertiary): _____ / _____ / _____ kV / kV / kV
- Winding Connections (Low/High/Tertiary): _____ / _____ / _____ (e.g. Delta, Wye-gnd)
- HV DETC (NLTC), LTC or None: _____ Available Taps: _____ Operating tap: _____ kV
- Impedances: HV-LV, HV-TV, LV-TV, assuming 3-winding design, in per-unit on transformer self-cooled (ONAN) MVA Base Rating:
 - Positive sequence Z1: HV-LV: R1: _____ pu X1: _____ pu
 - HV-TV: R1: _____ pu X1: _____ pu
 - LV-TV: R1: _____ pu X1: _____ pu
 - Zero sequence Z0: HV-LV: R0: _____ pu X0: _____ pu
 - HV-TV: R0: _____ pu X0: _____ pu
 - LV-TV: R0: _____ pu X0: _____ pu

4. Collector System Equivalent Model. IC may apply the equivalencing methodology described in Section 3.4 of the WECC WPP Power Flow Modeling Guide.

- Collector system voltage= _____ kV Equiv. Collector System Thermal Rating _____ MVA
- R= _____ ohm or _____ pu on 100 MVA and collector kV base
- X= _____ ohm or _____ pu on 100 MVA and collector kV base
- B= _____ μmho or _____ pu on 100 MVA and collector kV base
- **NOTE: Please include an electrical system one-line diagram showing the collector system equivalences.**

NOTE: Typical collector system equivalent impedances are shown in following table, and will be used if actual collector system data is not supplied by the IC.

Typical Collector System Equivalent Impedance Data:

Plant Size (MW Total)	Collector Voltage	Feeder Ckt Make-up	R (pu)	X (pu)	B (pu)
100 MW	34.5 kV	All UG	0.017	0.014	0.030
100 MW	34.5 kV	67% UG / 33% OH	0.018	0.079	0.030
200 MW	34.5 kV	Mostly UG / Some OH	0.007	0.025	0.055
300 MW	34.5 kV	Mostly UG / Some OH	0.005	0.020	0.085

*Per Unit (pu) values are on a 100 MVA base, and collector system kV base (34.5 kV).

5. Wind-Turbine Generator (WTG) Step-Up Transformer. These are typically two-winding air-cooled transformers. If the proposed project contains different types or sizes of pad-mounted transformers, please provide data for each type.

- Rating: _____ MVA
- Nominal Voltage for each winding (Low/High): _____ / _____ kV
- Winding Connections: _____ (Delta, Wye, Wye grounded)
- Available Taps: _____ (please indicate fixed or DETC), Operating Tap: _____ kV
- Positive sequence impedance (Z1): _____ %, _____ X/R on transformer self-cooled MVA
- Zero sequence impedance (Z0): _____ %, _____ X/R on transformer self-cooled MVA

6. WTG Power Flow Data. Proposed projects may include one or more WTG Types (See Note 6.1 below). Please provide the following information for each:

- Number of WTGs: _____
- Nameplate Rating (each WTG): _____ MW
- WTG Manufacturer and Model: _____
- WTG Type: _____ (Type1, 2, 3 or 4; see Notes 6.1 and 6.2 below)

For Type 1 or Type 2 WTGs:

- Uncompensated power factor at full load: _____
- Power factor correction capacitors at full load (total MVAR): _____ MVAR or "None"
- Number of shunt cap stages: _____
- MVAR rating of each stage: _____ MVAR
- Please attach capability curve describing reactive power or power factor range from 0 to full output, including the effect of shunt compensation.

For Type 3 and Type 4 WTGs:

- Maximum (uncompensated) over-excited power factor (producing MVAR) at full load: _____
- Maximum (uncompensated) under-excited power factor (absorbing MVAR) at full load: _____
- Control mode: _____ (voltage control, fixed power factor) (See Note 6.2)
- Please attach capability curve describing reactive power or power factor range from 0 to full output, including the effect of shunt compensation.

NOTE 6.1: WTG Type can be one of the following:

- Type 1 –Squirrel-cage induction generator
- Type 2 –Wound rotor induction machine with variable rotor resistance
- Type 3 –Doubly-fed asynchronous generator
- Type 4 –Full converter interface

NOTE 6.2: Type 1 and Type 2 WTGs typically operate on **fixed power factor** mode over a wide range of output, aided by turbine-side power factor correction capacitors (shunt compensation). With a suitable plant-level controller, Type 3 and Type 4 WTGs may be capable of dynamically varying power factor to contribute to **voltage control**, if required by the utility. However, this feature is not always available. The data requested must reflect the WTG capability that can be used in practice. Please consult with the manufacturer when in doubt. The interconnection study will determine the voltage control requirements for the project. WTG reactive capability data can significantly impact study results and plant-level reactive compensation requirements.

7. Wind Farm Reactive Power Compensation. Provide the following wind farm reactive compensation, if applicable, to supplement generator(s) reactive capability in order to meet Transmission Provider's (TP) reactive capability criteria:

- Individual shunt capacitor quantity and size of each: _____ x _____ MVAR
- Individual shunt reactor quantity and size of each: _____ x _____ MVAR
- Dynamic reactive control device, (SVC, STATCOM): _____
- Control range _____ MVAR (lead and lag)
- Control mode (line drop, voltage droop, voltage control): _____
- Regulation point _____ (i.e. reference bus voltage / name)

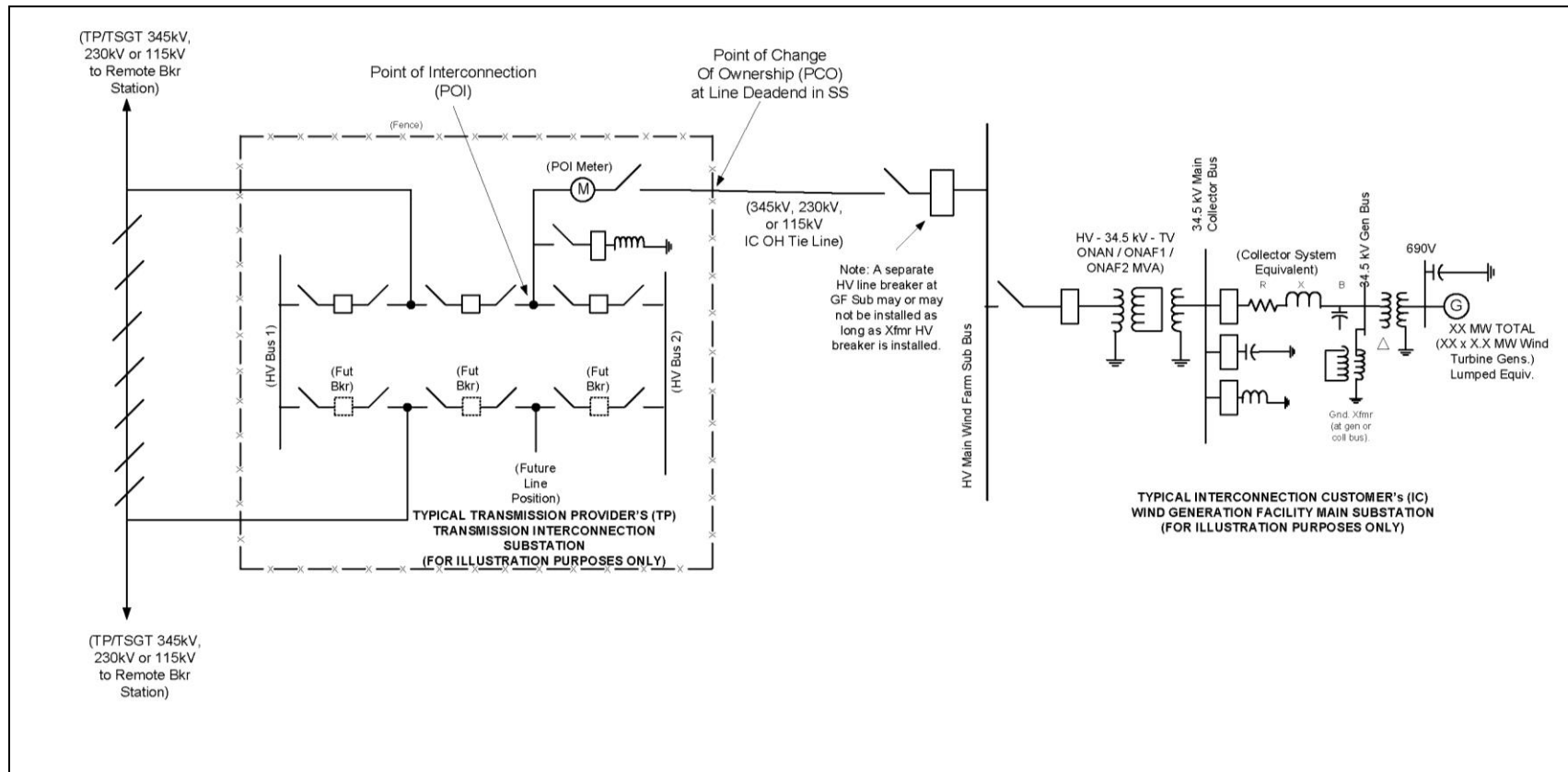
8. Wind-Turbine Generator (WTG) Dynamic Data. Model data required for transient stability analysis is specific to each WTG Inverter make and model. The dynamic models supplied must be in an approved WECC format, specifically in Siemens-PTI PSS/E and GE PSLF software compatible electronic file formats that are acceptable to the transmission provider.

- Library model name: _____
- Model type (standard library or user-written): _____
- Model access (proprietary or non-proprietary): _____
- Attach full model description and parameter data _____

9. WTG Short-Circuit Model Data. Model data required for short-circuit analysis is specific to each WTG inverter make and model. All data should be provided in per-unit ohms, on the equivalent inverter MVA base.

- Inverter Equivalent MVA Base: _____ MVA
- Short-Circuit Equivalent Pos. Seq. Resistance (R1), valid for initial 4 to 6 cycles: _____ p.u.
- Short-Circuit Equivalent Pos. Seq. Reactance (XL1), valid for initial 4 to 6 cycles: _____ p.u.
- Short-Circuit Equivalent Neg. Seq. Resistance (R2), valid for initial 4 to 6 cycles: _____ p.u.
- Short-Circuit Equivalent Neg. Seq. Reactance (XL2), valid for initial 4 to 6 cycles: _____ p.u.
- Short-Circuit Equivalent Zero Seq. Resistance (R0), valid for initial 4 to 6 cycles: _____ p.u.
- Short-Circuit Equivalent Zero Seq. Reactance (XL0), valid for initial 4 to 6 cycles: _____ p.u.
- Special notes regarding short-circuit modeling assumptions: _____

Figure 1 (Sample Generation Facility (GF) Interconnection One-Line Diagram)



Attachment B to Appendix 1
Interconnection Request

GENERATING FACILITY DATA
SOLAR PHOTOVOLTAIC (PV) GENERATION FACILITY APPLICATIONS

Note – The following data request assumes that the PV inverter technology is similar to the inverter technology applicable for Type 4 wind turbine generators (see Attachment A Data Forms). PV solar applicants should modify the model data as appropriate for power flow, dynamics, and short-circuit simulation.

1. One-line Diagram. Should be similar to Figure 1 shown on this Attachment. Please include as separate attachment.

2. Interconnection Transmission Line.

- Line voltage = _____ kV
- Line Conductor Size = _____ kcmil _____ (Type ACSR, etc.) _____ (# Cond per Phase)
- Line Length = _____ miles
- Line Thermal Rating = _____ MVA _____ Amps @ _____ @ Cond Temp (deg C)
- R = _____ Ohm or _____ pu on 100 MVA and line kV base (positive sequence)
- X = _____ Ohm or _____ pu on 100 MVA and line kV base (positive sequence)
- B = _____ μmho or _____ pu on 100 MVA and line kV base

3. Main Substation Transformer. (NOTE: If there are multiple transformers, data for each transformer should be provided. If final impedance data is not known at this time, the IC should supply typical data for use in completing the short-circuit portion of the System Impact Study (SIS).)

- Rating (ONAN/ONAF1/ONAF2): _____ / _____ / _____ MVA / MVA / MVA
- Nominal Voltage for each winding (Low/High/Tertiary): _____ / _____ / _____ kV / kV / kV
- Winding Connections (Low/High/Tertiary): _____ / _____ / _____ (e.g. Delta, Wye-gnd)
- HV DETC (NLTC), LTC or None: _____ Available Taps: _____ Operating tap: _____ kV
- Impedances: HV-LV, HV-TV, LV-TV, assuming 3-winding design, in per-unit on transformer self-cooled (ONAN) MVA Base Rating:
 - Positive sequence Z1: HV-LV: R1: _____ pu X1: _____ pu
 - HV-TV: R1: _____ pu X1: _____ pu
 - LV-TV: R1: _____ pu X1: _____ pu
 - Zero sequence Z0: HV-LV: R0: _____ pu X0: _____ pu
 - HV-TV: R0: _____ pu X0: _____ pu
 - LV-TV: R0: _____ pu X0: _____ pu

4. Collector System Equivalent Model. This can be found by applying the equivalencing methodology described in Section 3.4 of the WECC WPP Power Flow Modeling Guide.

- Collector system voltage= _____ kV Equiv. Collector System Thermal Rating _____ MVA
- R= _____ ohm or _____ pu on 100 MVA and collector kV base
- X= _____ ohm or _____ pu on 100 MVA and collector kV base
- B= _____ μmho or _____ pu on 100 MVA and collector kV base
- **NOTE: Please include an electrical system one-line diagram which includes the collector system equivalences.**

NOTE: Typical collector system equivalent impedances are shown in following table, and will be used if actual collector system data is not supplied by the IC.

Typical Collector System Equivalent Impedance Data:

Plant Size (MW Total)	Collector Voltage	Feeder Ckt Make-up	R (pu)	X (pu)	B (pu)
100 MW	34.5 kV	All UG	0.017	0.014	0.030

100 MW	34.5 kV	67% UG / 33% OH	0.018	0.079	0.030
200 MW	34.5 kV	Mostly UG / Some OH	0.007	0.025	0.055
300 MW	34.5 kV	Mostly UG / Some OH	0.005	0.020	0.085

*Per Unit (pu) values are on a 100 MVA base, and collector system kV base (34.5 kV).

5. Solar PV Inverter Step-Up Transformer. These are typically two-winding air-cooled transformers. If the proposed project contains different types or sizes of pad-mounted transformers, please provide data for each type.

- Rating: _____ MVA
- Nominal Voltage for each winding (Low/High): _____ / _____ kV
- Winding Connections: _____ / _____ (Delta, Wye, Wye grounded)
- Available Taps: _____ (please indicate fixed or DETC), Operating Tap: _____ kV
- Positive sequence impedance (Z1): _____ %, _____ X/R on transformer self-cooled MVA
- Zero sequence impedance (Z0): _____ %, _____ X/R on transformer self-cooled MVA

6. PV Inverter Power Flow Data.

- Number of Inverters: _____
- Nameplate Rating (each Inverter): _____ MW
- Inverter Manufacturer and Model: _____
- Inverter Type: _____ (Assumed to be Type 4; see Note 6.1 and 6.2 below)

For Type 4 Inverters:

- Maximum (uncompensated) over-excited power factor (producing MVAR) at full load: _____
- Maximum (uncompensated) under-excited power factor (absorbing MVAR) at full load: _____
- Control mode: _____ (voltage control, fixed power factor) (See Note 6.2)
- Please attach capability curve describing reactive power or power factor range from 0 to full output, including the effect of shunt compensation.

NOTE 6.1: PV Inverter Type 4 is assumed, per the following. Please indicate if an inverter other than typical Type 4 is to be used.

- Type 4 –Full converter interface

NOTE 6.2: Unless otherwise noted by the IC, Type 4 Inverters are assumed to operate either on: (1) **fixed power factor** mode for a wide range of output, aided by power factor correction capacitors (shunt compensation); or (2) **voltage control** mode with a suitable plant-level controller. Voltage control operation is preferred by the Transmission Provider, however, this feature is not always available. The data requested must reflect the PV Inverter capability that can be used in practice. Please consult with the manufacturer when in doubt. The interconnection study will determine the voltage control requirements for the project. PV Inverter reactive capability data can significantly impact study results and plant-level reactive compensation requirements.

7. PV Facility Reactive Power Compensation. Provide the following for PV facility reactive compensation, if applicable, to supplement Inverter reactive capability in order to meet Transmission Provider's (TP) reactive capability criteria:

- Individual shunt capacitor quantity and size of each: _____ x _____ MVAR
- Individual shunt reactor quantity and size of each: _____ x _____ MVAR
- Dynamic reactive control device, (SVC, STATCOM): _____
- Control range _____ MVAR (lead and lag)
- Control mode (line drop, voltage droop, voltage control): _____
- Regulation point _____ (i.e. ref. bus voltage / name)
- Describe the overall reactive power control strategy:

8. PV Inverter Dynamic Data. Model data required for transient stability analysis is specific to each PV Inverter make and model. The dynamic models supplied must be in an approved WECC format, specifically in Siemens-PTI PSS/E and GE PSLF software compatible electronic file formats that are acceptable to the transmission provider.

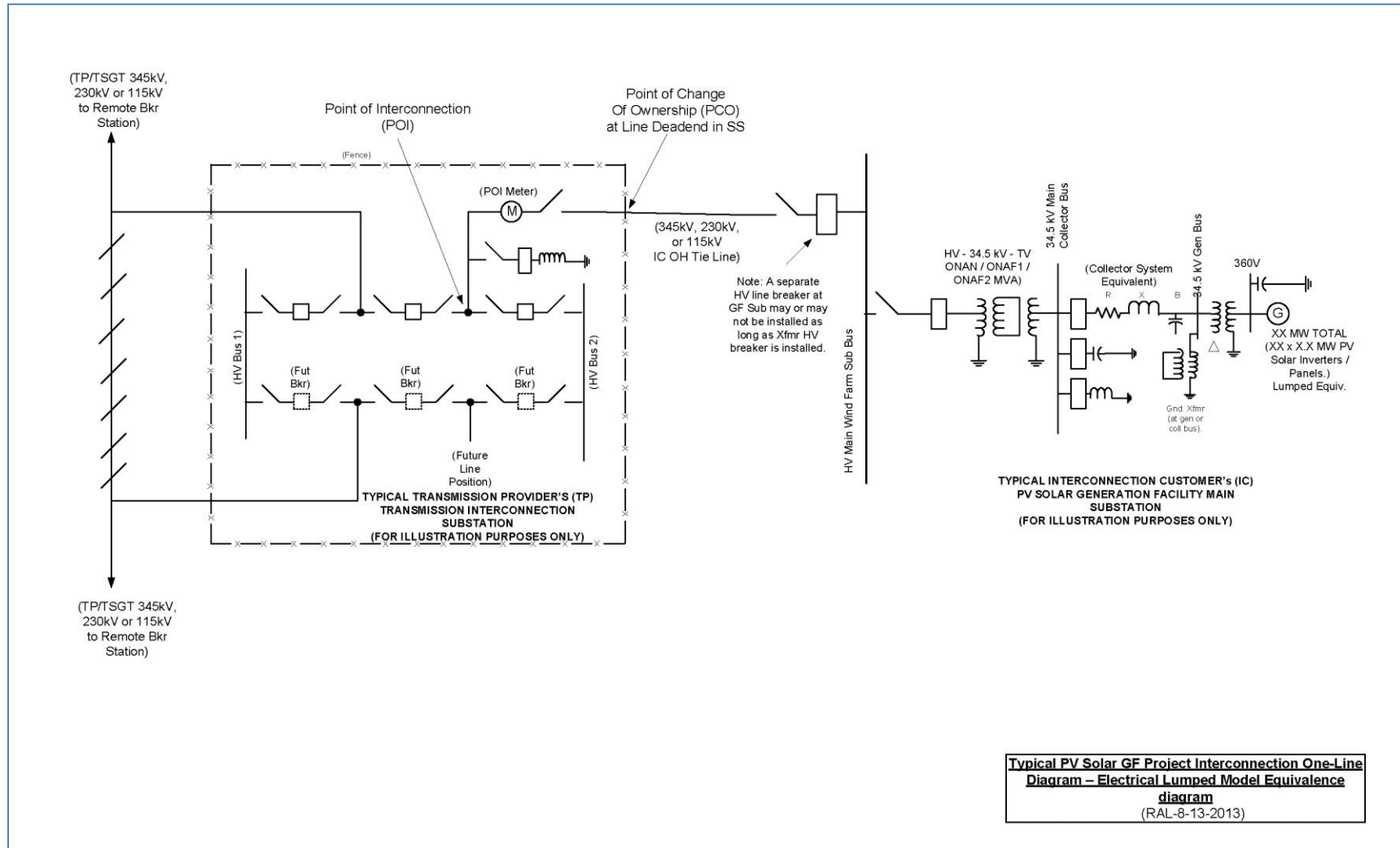
- Library model name: _____

- Model type (standard library or user-written): _____
- Model access (proprietary or non-proprietary): _____
- Attach full model description and parameter data _____

9. PV Inverter Short-Circuit Model Data. Model and parameter data required for short-circuit analysis is specific to each PV Inverter make and model. All data to be provided in per-unit ohms, on the equivalent inverter MVA base.

- Inverter Equivalent MVA Base: _____ MVA
- Short-Circuit Equivalent Pos. Seq. Resistance (R1), valid for initial 4 to 6 cycles: _____ p.u.
- Short-Circuit Equivalent Pos. Seq. Reactance (XL1), valid for initial 4 to 6 cycles: _____ p.u.
- Short-Circuit Equivalent Neg. Seq. Resistance (R2), valid for initial 4 to 6 cycles: _____ p.u.
- Short-Circuit Equivalent Neg. Seq. Reactance (XL2), valid for initial 4 to 6 cycles: _____ p.u.
- Short-Circuit Equivalent Zero Seq. Resistance (R0), valid for initial 4 to 6 cycles: _____ p.u.
- Short-Circuit Equivalent Zero Seq. Reactance (XL0), valid for initial 4 to 6 cycles: _____ p.u.
- Special notes regarding short-circuit modeling assumptions: _____

Figure 1 (Sample Generation Facility (GF) Interconnection One-Line Diagram)



Attachment C to Appendix 1
Interconnection Request

GENERATING FACILITY DATA
SYNCHRONOUS GENERATOR APPLICATIONS

NOTE: If requested information is not applicable, indicate by marking "N/A." If none of this data applies for the Generation Facility, such as for a wind generation project, or PV solar generation project, then do not use this form, and use the other Attachment forms (Attachment A for Wind, Attachment B for PV Solar) instead of this Attachment C form.

1. GENERATOR RATINGS:

kVA _____ °F _____ Voltage _____
Power Factor _____
Speed (RPM) _____ Connection (e.g. Wye) _____
Short Circuit Ratio _____ Frequency, Hertz _____
Stator Amperes at Rated kVA _____ Field Volts _____
Max Turbine MW _____ °F _____

2. COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA

Inertia Constant, H = _____ kW sec/kVA
Moment-of-Inertia, WR^2 = _____ lb. ft.²

3. REACTANCE DATA (PER UNIT-RATED KVA)

	DIRECT AXIS	QUADRATURE AXIS
Synchronous – saturated	X_{dv} _____	X_{qv} _____
Synchronous – unsaturated	X_{di} _____	X_{qi} _____
Transient – saturated	X'_{dv} _____	X'_{qv} _____
Transient – unsaturated	X'_{di} _____	X'_{qi} _____
Subtransient – saturated	X''_{dv} _____	X''_{qv} _____
Subtransient – unsaturated	X''_{di} _____	X''_{qi} _____
Negative Sequence – saturated	X_{2v} _____	
Negative Sequence – unsaturated	X_{2i} _____	
Zero Sequence – saturated	X_{0v} _____	
Zero Sequence – unsaturated	X_{0i} _____	
Leakage Reactance	X_{lm} _____	

4. FIELD TIME CONSTANT DATA (SEC)

Open Circuit	T'_{do}	_____	T'_{qo}	_____
Three-Phase Short Circuit Transient	T'_{d3}	_____	T'_q	_____
Line to Line Short Circuit Transient	T'_{d2}	_____		
Line to Neutral Short Circuit Transient	T'_{d1}	_____		
Short Circuit Subtransient	T''_d	_____	T''_q	_____
Open Circuit Subtransient	T''_{do}	_____	T''_{qo}	_____

5. ARMATURE TIME CONSTANT DATA (SEC)

Three Phase Short Circuit	T_{a3}	_____
Line to Line Short Circuit	T_{a2}	_____
Line to Neutral Short Circuit	T_{a1}	_____

NOTE: If requested information is not applicable, indicate by marking "N/A."

6. ARMATURE WINDING RESISTANCE DATA (PER UNIT)

Positive	R_1	_____
Negative	R_2	_____
Zero	R_0	_____

Rotor Short Time Thermal Capacity $I_2^2 t =$ _____
 Field Current at Rated kVA, Armature Voltage and PF = ____ amps
 Field Current at Rated kVA and Armature Voltage, 0 PF = ____ amps
 Three Phase Armature Winding Capacitance = _____ microfarad
 Field Winding Resistance = _____ ohms _____ °C
 Armature Winding Resistance (Per Phase) = ____ ohms _____ °C

7. GENERATOR OPERATING CURVES

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves.
 Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

8. GENERATOR STEP-UP TRANSFORMER DATA RATINGS

Capacity ONAN / ONAF1 / ONAF2 (as applicable): _____/_____/_____MVA
 Voltage Ratio (Generator Side/System side/Tertiary)
 _____/_____/_____kV

Winding Connections (Low V/High V/Tertiary V (Delta or Wye))

_____/_____/_____
HV Fixed Voltage Taps (DETC) Available _____ kV
HV Fixed Voltage Tap (DETC) Set (Planned): _____ kV

9. GSU TRANSFORMER IMPEDANCE

Positive Seq. Z_1 (on self-cooled kVA rating)

Z_1 (H-X): _____ % _____ X/R

Z_1 (H-Y): _____ % _____ X/R

Z_1 (X-Y): _____ % _____ X/R

Zero Seq. Z_0 (on self-cooled kVA rating):

Z_0 (H-X): _____ % _____ X/R

Z_0 (H-Y): _____ % _____ X/R

Z_0 (X-Y): _____ % _____ X/R

10. EXCITATION SYSTEM DATA

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer (PSS) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

11. GOVERNOR SYSTEM DATA

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

12. INDUCTION GENERATORS

- (*) Field Volts: _____
 - (*) Field Amperes: _____
 - (*) Motoring Power (kW): _____
 - (*) Neutral Grounding Resistor (If Applicable): _____
 - (*) $I_2^2 t$ or K (Heating Time Constant): _____
 - (*) Rotor Resistance: _____
 - (*) Stator Resistance: _____
 - (*) Stator Reactance: _____
 - (*) Rotor Reactance: _____
 - (*) Magnetizing Reactance: _____
-

- (*) Short Circuit Reactance: _____
- (*) Exciting Current: _____
- (*) Temperature Rise: _____
- (*) Frame Size: _____
- (*) Design Letter: _____
- (*) Reactive Power Required In Vars (No Load): _____
- (*) Reactive Power Required In Vars (Full Load): _____
- (*) Total Rotating Inertia, H: _____ Per Unit on KVA Base

Note: Please consult Transmission Provider prior to submitting the Interconnection Request to determine if the information designated by (*) is required.

Attachment D to Appendix 1
Interconnection Request

GIP SITE CONTROL REQUIREMENTS

The Interconnection Customer must submit evidence of site control as defined in Section 1 of the GIP and reproduced below:

“Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose. For public land, including that controlled or managed by any federal, state or local agency, documentation for the required minimum land area shall include a final, non-appealable permit, license, or other exclusive right to use the property for the purpose of generating electric power. At all times, the minimum term of Site Control must extend at least until the reasonably expected In-Service Date.”

Typical documentation that is required and checked for when reviewing supplied documentation includes:

- A project site map which clearly identifies the parcels of land for which the project holds developmental leases.
- Copies of lease(s) which provide the Interconnection Customer with the right or option to develop the site(s) for commercial operation of generation projects; copies of all leases shall have landowner signatures and a legal description with the amount of acreage under each lease. The financial terms of the lease may be redacted.
- Wind testing leases (applicable to wind generation projects), or solar testing leases (applicable to solar generation projects) must provide the Interconnection Customer with an option to eventually develop and operate the generation project on the property.
- The leases must be currently in effect and renewable through the life of the generation project.
- The Interconnection Customer must have legal ownership of the lease(s). If the lease(s) are in another entity's name, the Interconnection Customer must provide a letter of assignment or conveyance of the lease rights. Alternatively the Interconnection Customer shall supply documentation of a partnership having been established between the other entity and the Interconnection Customer, which partnership gives the Interconnection Customer the right to develop and operate a generating facility on the leased property(ies).

- To determine percent adequacy of Site Control, the Interconnection Customer must supply an estimate of the design requirements for the number of acres per each wind turbine (or solar arrays). The Interconnection Customer should also provide a calculation for all acreage under lease showing the percentage of the total project area for which it has site control in place given the turbine size, the project size, and the acres under lease.

APPENDIX 2 to GIP

CONFIDENTIALITY AGREEMENT

Tri-State Contract Number: ____-TSGT-_____(Completed by Tri-State)

This CONFIDENTIALITY AGREEMENT ("Agreement") by and between _____ ("Customer"), a *[insert state and type of entity]*, and TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. ("Tri-State"), a Colorado cooperative corporation, shall become effective on the date this Agreement is last executed by the Parties. Customer and Tri-State each may be referred to as a Party, or collectively as the Parties. The general term "Recipient" refers to whichever Party receives information from the other Party. The general term "Provider" refers to whichever Party discloses information to the other Party.

WHEREAS, Customer seeks to obtain certain Confidential Information from Tri-State to develop interconnection and/or transmission projects ("Transaction");

WHEREAS, Customer may disclose certain Confidential Information to Tri-State in the course of the Transaction; and

WHEREAS, each Party is willing to provide Confidential Information to the other party under suitable contractual limits concerning the disclosure and use of Confidential Information

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the Parties agree as follows:

1. Confidential Information. "Confidential Information" means any and all technical information, and copies thereof, disclosed in oral, visual, written, electronic, or other form, provided by Provider to Recipient for the Transaction including, but not limited to, WECC data and base cases for transmission system analysis, contingency files, Critical Energy Infrastructure Information, modeling time horizons, power supply assumptions, power system operating characteristics, power flow information, network upgrade plans, system operating criteria, project development planning information and design data, and other nonpublic or proprietary information about Provider. Confidential Information also means any tangible or intangible documents, reports, data, policies, software, or any other information developed by Recipient pursuant to the Transaction or derived from Confidential Information disclosed by Provider to Recipient.

2. Exclusions. "Confidential Information" does not include information which (i) was in Recipient's possession prior to any disclosure from Provider to Recipient, as evidenced by tangible records; (ii) was or becomes generally available to the public other than as a result of a disclosure by Recipient in breach of this Agreement; or (iii) becomes available to Recipient from a source not known by it to be bound by an obligation of confidentiality to Provider with respect to such information.

3. Obligation of Confidentiality. Recipient shall not disclose to any third party not permitted hereunder, any Confidential Information supplied or made available by Provider, its attorneys, employees, representatives, agents, Affiliates, consultants or clients. Recipient agrees that it will not use any Confidential Information for any purpose other than in connection with the Transaction. Recipient agrees that it will hold the Confidential Information in confidence and, unless Provider otherwise consents in writing, it will not disclose Confidential Information other than to its employees, officers, attorneys and (x), in the case of Customer, its Affiliates, consultants or clients who have executed a Confidentiality Statement (in the form of Exhibit 1 attached hereto) and (y) in the case of Tri-State, its consultants, who perform services related to the Transaction (collectively "Authorized Persons"); provided that such Authorized Persons have been informed of the confidential nature of the Confidential Information and the obligations of confidentiality provided in this Agreement. Customer may disclose Confidential Information to an Affiliate, consultant or client only upon demonstrating to Tri-State that (a) the Affiliate, consultant or client has satisfied the requirement of Section 4, if applicable and (b) the Affiliate, consultant or client has signed the Confidentiality Statement, and only after Customer receives a written acknowledgement of such from Tri-State. Recipient shall be responsible to Provider for any breach of this Agreement by its Authorized Persons. In the event that Recipient or its Authorized Persons are requested or required (by interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other formal process) to disclose any Confidential Information, Recipient or its Authorized Persons may disclose Confidential Information to the extent that Recipient or its Authorized Persons concludes in good faith that such disclosure is required as a matter of law, subject to Section 5 below. Affiliate shall mean, with respect to a corporation, partnership, or other entity, each such other corporation, partnership, or other entity that directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership, or other entity.

4. WECC Data. If Customer requests Confidential Information from Tri-State that Tri-State deems, in its sole discretion, to be information that requires Customer to be a member of the Western Electricity Coordinating Council ("WECC") or have signed a non-member nondisclosure agreement with WECC to receive such information ("WECC Data"), Customer shall provide proof of such membership or a signed non-member nondisclosure agreement to Tri-State prior to receipt of the WECC Data. Customer shall only disclose WECC Data to an Affiliate, consultant or client, if the Affiliate, consultant or client has provided proof of such WECC membership or signed non-member nondisclosure agreement to Tri-State, signed a Confidentiality Statement with "Yes" marked, and received a written acknowledgement of such from Tri-State.

5. Requested Disclosure. In the event Recipient or its Authorized Persons is required by applicable law or judicial or regulatory authority to disclose any Confidential Information received from Provider, Recipient shall first promptly notify Provider of the existence, terms, and circumstances surrounding such requirement, so that Provider may seek a protective order or other appropriate remedy, or waive compliance with the terms of this Agreement regarding such Confidential Information. If disclosure of the Confidential Information is required by law, judicial, or regulatory authority, or if Provider waives compliance with the terms hereof,

Recipient or its Authorized Persons will furnish only the portion of the Confidential Information that is required by such authority.

6. Term; Survival. This Agreement shall terminate five (5) years from the date this Agreement is last executed by the Parties below. Recipient's obligations to protect Confidential Information disclosed hereunder and all of Provider's rights concerning the same shall continue and survive beyond expiration or termination until such time that, by effect of any provision of Section 2 above, said information ceases to be Confidential Information and such obligations no longer apply thereto.

7. Disposition of Confidential Information. Upon written request of Provider at any time and without terminating this Agreement or upon expiration or termination of this Agreement, Recipient shall (i) return all Confidential Information to Provider, or (ii) at Provider's sole discretion, destroy all Confidential Information and notify Provider that such has been done; provided, however, that Recipient may retain electronic copies of Confidential Information (including Confidential Information generated through data backup or archiving systems) solely in accordance with policies and procedures implemented in order to comply with legal and regulatory recordkeeping requirements. Recipient shall keep such retained copies confidential as provided herein and shall use them solely for the purpose of recordkeeping compliance.

8. Enforcement. Recipient expressly acknowledges and agrees that due to the unique nature of Provider's Confidential Information, monetary damages would be inadequate to compensate Provider for any breach of this Agreement by Recipient or its Authorized Persons. Recipient further acknowledges and agrees that any such breach or threatened breach will cause immediate, substantial, and irreparable injury to Provider and that, in addition to and not to the exclusion of any other rights and remedies that may be available in law, in equity, or otherwise, Provider shall be entitled to obtain injunctive relief against threatened or continuing breach of this Agreement, and enforce Recipient's obligations under this Agreement without the necessity of proving actual damages and without the requirement of a bond. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines by final, nonappealable order, that this Agreement has been breached, Recipient shall reimburse Provider for Provider's costs and reasonable attorney's fees to the extent that Provider prevails in any such proceeding.

9. Rights in Intellectual Property. Recipient agrees that that any Confidential Information is and shall remain the property of Provider, which shall be the sole owner thereof, and that no right, title, license or interest in and to such Confidential Information is hereby granted to Recipient, its Authorized Persons or any others.

10. Miscellaneous.

10.1. Notices. Any notices under this Agreement must be given in writing to the person(s) listed below or such other person as a Party may provide from time to time by written notice, and must be sent via (i) a nationally recognized overnight courier service with signature required upon receipt, or (ii) certified mail with return receipt requested.

To Tri-State: Tri-State Generation and Transmission Association, Inc.
 Attn: Joel K. Bladow
 Senior Vice President, Transmission
 1100 116th Avenue
 Westminster, CO 80234

With a copy to: Senior Vice President and General Counsel
 1100 116th Avenue
 Westminster, CO 80234

To Customer: _____

10.2. Governing Law. This Agreement shall be governed by the laws of the State of Colorado without regard to any choice of law provisions.

10.3. Severability. If any provision of this Agreement is finally determined to be invalid, void or unenforceable by any court or other governmental authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

10.4. Indemnity. Customer shall at all times indemnify, defend, and save Tri-State harmless from, any and all damages, losses, claims, including claims and actions related to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs attorney fees, and all other obligations by or to third parties, arising out of or resulting from Tri-State's performance of its obligations under this Agreement on behalf of Customer, except in cases of gross negligence or intentional wrongdoing by Tri-State.

10.5. Consequential Damages. In no event shall either Party be liable under any provision of this Agreement or any reliance on the Confidential Information by either Party for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including, but not limited to, loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder. Nor shall either Party be liable for any delay in delivery or for the non-performance or delay in performance of its obligations under this Agreement.

10.6. Disclaimer of Warranty. In preparing the Confidential Information, each Party and any consultants employed by it shall have to rely on information provided by others and may not

have control over the accuracy of such information. Accordingly, no Party nor any consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of Confidential Information. Recipient acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. The Confidential Information is subject to change at any time without notice, and Provider shall have no liability to Recipient as a result of any change in, or Recipient's reliance upon, any information disclosed.

10.7. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties and their permitted successors and assigns.

10.8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement.

10.9. Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character in favor of any persons, corporations, associations or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest, and, where permitted, their assigns.

10.10. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

10.11. Amendments and Modifications. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by both Parties.

10.12. Assignment. This Agreement may be assigned by either Party only with the written consent of the other. Any attempted assignment that violates this article is void and ineffective.

10.13. No Implied Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement, will not be considered a waiver of any obligation, right, or duty of or imposed upon such Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year last written below.

**Tri-State Generation and Transmission
Association, Inc.**

By: _____

Name:

Title: Senior Vice President,
Transmission

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 1 to Appendix 2
Confidentiality Agreement

Form of Confidentiality Statement

-TSGT-

Pursuant to the Confidentiality Agreement between _____ (“Customer”) and Tri-State Generation and Transmission Association, Inc. (“Tri-State”) dated _____ (“Agreement”), [insert Affiliate, consultant or client name] , a [State and Entity Type] , as an Affiliate, consultant or client of Customer in relation to the Transaction specified in the Agreement, hereby acknowledges and agrees that all the terms of the Agreement are incorporated by reference herein, and that the Affiliate, consultant or client is subject to all obligations and rights under the Agreement with respect to Confidential Information as if the Affiliate, consultant or client were the Customer. The Affiliate, consultant or client affirms that it has read the Agreement, and agrees to abide by its terms.

 YES; NO – If marked yes, the Affiliate, consultant or client further represents and warrants that it is a member of Western Electricity Coordinating Council (“WECC”) or it has signed a non-member nondisclosure agreement with WECC. The Affiliate, consultant or client must mark yes to receive WECC Data.

Affiliate, Consultant’s or
Client’s Notice Information:

[Affiliate, Consultant, Client’s Name]

By: _____ *(signature)*

Name: _____

Title: _____

Date: _____

Acknowledgment by Tri-State:

By: _____ *(signature)*

Name: _____

Title: _____

Date: _____

APPENDIX 3 to GIP

INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT TRI-STATE CONTRACT NO. TSOA-____-_____

This Interconnection System Impact Study Agreement (“Agreement”) by and between _____ (“Interconnection Customer” or “IC”), a *[insert state and type of entity]*_, and TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. (“Transmission Provider” or “TP”), a Colorado cooperative corporation, shall become effective on the date last executed by the Parties. Interconnection Customer and Transmission Provider each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Generating Facility (“GF”) consistent with the Interconnection Request, submitted by Interconnection Customer, dated _____, ____; No. (TI-_____), ____ MW *[Project Name]*_; and declared to be a valid Interconnection Request by Transmission Provider on _____, ____;

WHEREAS, Interconnection Customer desires to interconnect the Generating Facility with Transmission Provider’s Transmission System; and

WHEREAS, Interconnection Customer has requested that Transmission Provider perform an Interconnection System Impact Study (the “System Impact Study” or “SIS”) to assess the impact of interconnecting the Generating Facility to Transmission Provider’s Transmission System, and any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

- 1.0 Definitions. Unless provided otherwise, when used in this Agreement with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider’s Generator Interconnection Procedures (“GIP”).
- 2.0 Study Election. Interconnection Customer elects and Transmission Provider shall cause a System Impact Study to be performed consistent with the provisions of Section 7 of Transmission Provider’s GIP.
- 3.0 Scope. The scope of the System Impact Study shall be in accordance with the provisions of Section 7 of Transmission Provider’s GIP and shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 Report Content. The System Impact Study report (i) shall address power flow, short circuit, and stability issues identified in the System Impact Study; and (ii) shall provide a description,

estimated cost of and schedule for construction of required facilities to interconnect the Generating Facility to Transmission Provider's Transmission System.

- 5.0 Term. This Agreement shall terminate after Transmission Provider delivers to Interconnection Customer the final System Impact Study report; provided that Sections 6.3, 7.4, 7.5, and 7.6 shall survive termination. Furthermore, this Agreement will automatically terminate upon the withdrawal of Interconnection Customer's Interconnection Request pursuant to Section 3.7 of Transmission Provider's GIP.

6.0 Deposits, Fees and Payment.

- 6.1 If applicable, Interconnection Customer shall provide an additional deposit of \$_____ in accordance with Transmission Provider's GIP, (\$_____ minus \$_____ application deposit).
- 6.2 Interconnection Customer shall pay Transmission Provider for all fees, costs and expenses reasonably incurred by Transmission Provider in performing a System Impact Study pursuant to this Agreement on a time and materials/ expense basis with no markups for profit, for which Transmission Provider shall maintain records available to Interconnection Customer. Labor costs for services performed by Transmission Provider will include labor which Transmission Provider may calculate at pay grade midpoints for convenience, labor overheads calculated by reference to Transmission Provider's yearly actual expense, and up to sixty-five (65) percent of direct labor costs for administrative and general expenses. Transmission Provider may, at its sole discretion, subcontract with third parties for services needed to perform the System Impact Study including, but not limited to, program management, project management, and technical studies. Costs associated with subcontracted services will be billed to Interconnection Customer without markup by Transmission Provider.
- 6.3 Transmission Provider shall use the funds advanced by Interconnection Customer to perform work required under this Agreement. Transmission Provider shall continue to hold the amounts on deposit until settlement of the final cost. If the actual cost of the System Impact Study will exceed the remaining deposit, Interconnection Customer shall pay the shortfall in advance. After the completion of the System Impact Study, any remaining deposit in excess of the actual cost of the System Impact Study shall be applied to the Interconnection Facilities Study or, if Interconnection Customer withdraws its request, refunded in accordance with the GIP, as appropriate.

7.0 Miscellaneous.

- 7.1 Notices. Any notice, demand, or request pursuant to this Agreement shall be in writing and shall be given when delivered in person, sent by either registered or certified mail, or sent by national overnight delivery service, postage prepaid to

the following addresses:

For Interconnection Customer:

Attn: _____

Phone: _____

For Transmission Provider:

If by mail:

Tri-State Generation and Transmission Association, Inc. (System Operations)
Attn: Transmission Interconnection Administrator
1100 W. 116th Avenue
Westminster, Colorado 80234

If by overnight delivery:

Tri-State Generation and Transmission Association, Inc. (System Operations)
Attn: Transmission Interconnection Administrator
3761 Eureka Way
Frederick, Colorado 80516

Phone: 303-452-6111

- 7.2 Governing Law. This Agreement shall be governed by the laws of the State of Colorado without regard to any choice of law provisions.
- 7.3 Severability. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.
- 7.4 Indemnity. Interconnection Customer shall at all times indemnify, defend, and save Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions related to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from Transmission Provider's performance of its obligations under this Agreement on behalf of Interconnection Customer, except in cases of gross negligence or intentional wrongdoing by Transmission Provider.
- 7.5 Consequential Damages. In no event shall either Party be liable under any provision of this Agreement or any reliance on the System Impact Study for any
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losses, damages, costs, or expenses for any special, indirect, incidental, consequential, or punitive damages, including, but not limited to, loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder. Nor shall either Party be liable for any delay in delivery or for the non-performance or delay in performance of its obligations under this Agreement.

- 7.6 Disclaimer of Warranty. In preparing the System Impact Study, each Party and any subcontractor or consultants employed by it shall have to rely on information provided by the providing Party, and possibly by third parties, and each Party may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing the System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the System Impact Study), as applicable, no Party nor any subcontractor or consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the System Impact Study, the content of the System Impact Study, or the conclusions of the System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 7.7 Force Majeure. Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any 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 economic hardship, acts of negligence or intentional wrongdoing by the Party claiming Force Majeure. Neither Party shall be considered to be in default with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the

Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

- 7.8 Dispute Resolution. Any dispute, or assertion of a claim, arising out of or in connection with this Agreement, shall be resolved in accordance with Section 13.5 of Transmission Provider's GIP.
- 7.9 Confidentiality. Confidential information shall be treated in accordance with Section 13.1 of Transmission Provider's GIP.
- 7.10 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 7.11 Entire Agreement. This Agreement, together with the GIP, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement.
- 7.12 Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest, and, where permitted, their assigns.
- 7.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.
- 7.14 Amendments and Modifications. The Parties may by mutual agreement amend this Agreement or the Attachment(s) to this Agreement by a written instrument duly executed by both Parties.
- 7.15 Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign its interest in this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that either Party shall have the right to assign its interest in this Agreement, without the consent of the other Party, for collateral security purposes to any trustee or secured party under any mortgage or deed of

trust or security agreement securing the assigning Party's senior secured indebtedness. In the case of the Interconnection Customer, prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s). In the case of the Transmission Provider, the secured party, the trustee or mortgagee may, without the need for the prior consent of Interconnection Customer, succeed to and acquire all the rights, titles, and interests of Transmission Provider in this Agreement, and may foreclose upon said rights, titles and interests of Transmission Provider. Both Parties shall have the right to transfer all, but not less than all, of their interest in this Agreement to any of the following entities without the consent of the other Party: (i) any entity acquiring all or substantially all of the assets of the Party, (ii) any entity into which the Party merges or consolidates, or (iii), subject to the two preceding sentences, to the Rural Utilities Service or the Party's lender(s) or indenture trustee. Any attempted assignment that violates this article is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

- 7.16 No Implied Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon such Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement, TSOA-__-____, to be duly executed by their duly authorized officers or agents on the day and year last written below.

Tri-State Generation and Transmission Association, Inc.

By: _____

Name: Joel K. Bladow

Title: Senior Vice President, Transmission

Date: _____

<Interconnection Customer >

By: _____

Name: _____

Title: _____

Date: _____

Attachment A to Appendix 3
Interconnection System Impact
Study Agreement

Contract No. TSOA-[Click here to enter](#)-[Click here to enter](#)

SCHEDULE AND COST ESTIMATE

Subject to priority of higher queued Interconnection Requests in accordance with Section 4.1 of Transmission Provider's GIP, Transmission Provider shall use Reasonable Efforts to begin the System Impact Study ("SIS") work after receipt of (i) this executed Agreement; (ii) documentation of Site Control in accordance with Section 3 of Transmission Provider's GIP; (iii) technical data to be provided by Interconnection Customer as set forth below and (iv) the deposit amount specified in Section 6.1. Subject to priority of higher queued Interconnection Requests in accordance with Section 4.1 of Transmission Provider's GIP, Transmission Provider shall use Reasonable Efforts to issue a draft System Impact Study steady-state preliminary power flow results report within _____ (__) Calendar Days after beginning the System Impact Study work. Subject to priority of higher queued Interconnection Requests in accordance with Section 4.1 of Transmission Provider's GIP, estimated time for completion of the remainder of the SIS work is _____ (__) Calendar Days after Interconnection Customer directs Transmission Provider how to proceed as specified in Section 7.3.1 of the GIP; provided that Interconnection Customer promptly and timely provides all necessary information. The estimated cost of the System Impact Study is \$ _____.

I. SCOPE OF WORK

A. Technical Data Provided By Customer:

- 1. GIS Data:** Interconnection Customer shall provide GIS data for the project location. At a minimum, data will indicate the perimeter of the project, with the proposed or most likely location of project substation(s) and the proposed Point of Interconnection (POI).
- 2. Interconnection Request Data:** To the extent that project data has changed or was not previously supplied, Interconnection Customer shall provide the data required in Attachments A, B or C to the Interconnection Request.
- 3. Generator Model:** Interconnection Customer shall specify the generator, or inverter as appropriate for wind generation, PV solar generation, steam generation, hydroelectric generation, or other types of installations, as applicable, manufacturer and model number and specific control equipment options, and provide representative models with both steady state and dynamics data, in Siemens/PTI PSSE, v32 or v33 and GE PSLF v18.0 formats, or other format versions as indicated by Transmission Provider at the time the SIS begins.
- 4. Generator Impedance Data:** Interconnection Customer shall provide the positive-sequence impedance for synchronous/steady state, transient and sub-transient time domains. Interconnection Customer shall provide the negative sequence and zero sequence impedances for sub-transient time domain. If short circuit behavior of the generator is not

well characterized by these impedances according to the generator manufacturer, Interconnection Customer shall provide a description of the generator short circuit behavior sufficient to analyze the contribution to system faults.

5. Generator Step-up Transformer Characteristics: Interconnection Customer shall provide characteristics of lumped equivalent generator step-up transformer (low voltage LV to medium voltage MV):

1. Nominal Voltages;
2. Available Taps (such as applicable for MV de-energized / no-load tap changer ("DETC"));
3. MVA Rating(s);
4. Impedances (positive-, negative-, and zero-sequence) with MVA base; and
5. Winding configurations and applicable voltage (e.g., 2-winding, wye-ground/delta).

6. Collector System Equivalent: If the generation is from a wind plant or PV solar facility, Interconnection Customer shall provide equivalent lumped positive, negative, and zero sequence impedance (R, X, B) of the UG cable and OH medium voltage (typically 34.5kV) collector system. This lumped equivalent impedance shall approximate the real and reactive losses seen by the average wind generator or PV solar facility, in a form consistent with the WECC Wind Generator Modeling Group May 2008 (or latest) modeling guide. In the course of the SIS, Transmission Provider will determine whether a more detailed model of the collector system is required.

7. Proposed Voltage Control Facilities: Interconnection Customer shall provide a description of the voltage control mechanism to be used for the project, including details of the proposed means to provide reactive compensation and voltage control / regulation. This shall include details on the VAR capabilities to meet Transmission Provider's criteria across the power factor range, voltage regulation and control capabilities, proposed supplemental reactive support equipment (STATCOM, SVC, switched shunt capacitors and reactors), and tap-changer ratios (HV DETC or LTC on main transformer).

8. Main Substation Step-up Transformer(s) Characteristics: Interconnection Customer shall provide characteristics of the project main substation step-up transformer(s):

1. Nominal Voltages;
2. Available Taps, such as applicable for high voltage HV DETC, or load tap changer ("LTC");
3. MVA Ratings (ONAN / ONAF1 / ONAF2);
4. Impedances (positive-, negative-, and zero-sequence) with MVA base; and
5. Winding configurations (e.g., 3-winding, HV wye-gnd / LV wye-gnd / TV delta).

9. Generator HV Transmission Tie Line Characteristics: Interconnection Customer shall provide the following data: line length, conductor type, size, impedance, continuous thermal rating in amps and MVA, and typical tower geometry / configuration assumed for the calculation of line impedance.

10. Project Substation One-Line Diagram: Based on the foregoing, Interconnection Customer shall provide a system interconnection one-line diagram which illustrates the Interconnection Customer's Generating Facility project facilities tied into the Transmission System at the POI. This should include the following Interconnection Customer's facilities: lumped equivalent generator(s) and generator step-up transformer(s), lumped equivalent MV collector system, substation bus configurations, main substation transformer(s), generator HV transmission tie line(s), reactive support equipment (STATCOM, SVC, switched shunt capacitors and reactors), circuit breakers and switches, and any other pertinent components.

11. Proposed Facilities for Steady-State Reactive Power Analysis:

NOTE – The following information to be completed (selecting Yes or No) by the Interconnection Customer, as an indication of what reactive power equipment modeling data is to be supplied by the Interconnection Customer for use in the SIS.

- a. Yes ____ (No) _____. Utilize the generators' voltage control / reactive power capabilities to meet Transmission Provider's requirement that a portion of the reactive support be continuously variable, equivalent to ____ p.f. *lead (absorbing VAR)* to ____ p.f. *lag (producing VAR)* at the generator terminal or main collector system bus voltage bus. (Note: Default assumption is "Yes", with 0.95 p.f. lead to lag as default value unless otherwise specified by IC. If 0.95 lead to lag p.f. is assumed, then supplemental reactive power equipment will be necessary to be able to meet the Transmission Provider's 0.95 p.f. (*lead to lag*) requirement at the HV POI). It is the Interconnection Customer's responsibility for the final design of the Generating Facility as necessary to meet the Transmission Provider's voltage control and reactive power criteria, and demonstrate this ability during final commissioning testing of the Generating Facility prior to the Commercial Operation Date.
- b. Yes ____ (No) _____. Utilize a STATCOM, SVC, or equivalent type of dynamic reactive support equipment with voltage control / reactive power capabilities to meet Transmission Provider's requirement that a portion of the reactive support be continuously variable, equivalent to 0.95 p.f. (*lead to lag*) at the generator terminal voltage, or at the main collector system bus voltage. (Note: Default assumption is "No").
- c. Yes ____ (No) _____. Install switched shunt capacitors and/or reactors on the main collector bus of the Interconnection Customer's main substation transformer, as necessary provide supplemental switched MVAR to meet the power factor or voltage requirements at the HV POI, located at the Transmission Provider's interconnection station. (Note: Default assumption is "Yes")
- d. Yes ____ (No) _____. Install switched shunt capacitors and/or reactors at the HV POI, as necessary provide supplemental switched MVAR to meet the power

factor or voltage requirements at the HV POI, located at Transmission Provider's interconnection station. (Note: Default assumption is "No")

Based upon further discussion with the Interconnection Customer as to any dynamic reactive power and voltage regulation / control capabilities that are (or are not) provided by the generators, this SIS will make a preliminary determination as to whether the proposed generation facilities, generators plus switched shunt capacitors and/or reactors as provided, are able to meet the voltage regulation and reactive support requirements at the POI. It will be up to the Interconnection Customer to perform additional study analysis to determine the design for final reactive power / voltage regulation facilities, and provide evidence to the Transmission Provider that Interconnection Customer's facilities will meet the Transmission Provider's reactive and voltage regulation criteria, prior to a GIA being entered into.

B. Assumptions Utilized by Transmission Provider in Performing the System Impact Study:

- 1. Designated size:** ____ MW (*wind or solar (CSP or PV), hydro, steam, or other type of energy*) Generating Facility.
- 2. Generator type and number:** (____ *Gen Mfgr Gen Model / Rating*) turbines.
- 3. In addition to the study plan to identify Network Upgrades at the requested full output rating, also study the maximum generation level without Network Upgrades, up to the project size stated in the Interconnection Request:** (*Yes or No*). (Note: Default assumption is "Yes")
- 4. Intermediate project size also to be studied (refer to Section 3.4.4 of Transmission Provider's GIP):** ____ MW. (Note: Default assumption is "None")
- 5. Designated POI:** (*POI location description*)
- 6. Designated alternative POI:** (*Alt. POI location description*) (Note: Default assumption is "None")
- 7. Requested In-Service Date:** (*Month / Date / Year*).
- 8. Base cases to be used in studies, related assumptions:** (*Year(s)*) heavy and light seasonal load cases, to be determined by Transmission Provider. These cases will include budgeted and Transmission Provider's board approved transmission and generation projects only, as well as appropriate projects on neighbor systems. Transmission Provider evaluates individual Interconnection Request projects on a stand-alone basis, and will only include other Interconnection Request projects that have been approved with a signed power purchase agreement, transmission service agreement or signed GIA where construction is in progress and the project is not in suspension.

9. List of planned and budgeted future new transmission projects or new generators that may impact these SIS studies:

(List of projects)

10. Voltage, Reactive Power and Thermal loading criteria: As specified by Transmission Provider NERC Standards FAC-001-0, TSGT Facility Rating Methodology (Engineering Standards Bulletin – Appendix B and C), and TSGT Reliability Criteria (Engineering Standards Bulletin – Appendix A and D) and related WECC criteria incorporated herein by reference.

11. Contingency list for compliance with WECC / NERC System Performance Standards TPL-001 (Cat. A, N-0), TPL-002 (Cat. B, N-1) and TPL-003 (Cat C if appropriate) criteria: As deemed necessary during study, or pursuant to Affected System and Balancing Authority recommendations.

12. Short circuit studies: ASPEN OneLiner software to be utilized to determine impacts on the Transmission System. Provide Thevenin equivalent of Transmission Provider's Transmission System (maximum / system intact N-0 and minimum / single contingency N-1) at the POI bus, without the new project generation connected. Also perform short circuit (3-phase and SLG) studies for faults on the Transmission System at and electrically near the POI bus, with and without the new project generation connected. Studies will not be performed to determine any requirements, equipment ratings, or other design considerations for the Interconnection Customer's Interconnection Facilities.

13. Generation Dispatch: Network Resource to *(Transmission Provider's or other designated transmission provider Load-serving resources)*. Unit dispatch list to be provided to Interconnection Customer upon request at completion of SIS.

14. Potential Affected System(s): *(List Utilities)*

15. Other Pertinent Information: SIS will be performed using Interconnection Customer's designated technical data as defined herein, including to verify compliance with Transmission Provider's Reactive Power and Voltage Regulation Criteria as set forth in the Transmission Provider's TSGT Reliability Criteria (Engineering Standards Bulletin – Appendix A and D). If Interconnection Customer subsequently requests a different generator type or supplies different technical data, such proposed change must meet the criteria as may be confirmed in a technical memorandum by the Transmission Provider or its study consultant. A finding of further necessary analysis or engineering may result in the determination of a Material Modification under Section 4.4 of Transmission Provider's GIP.

C. Harmonics – Power Quality:

Harmonics can cause telecommunication interference, thermal heating in transformers, disruptions to solid state equipment and resonant over voltages. To protect equipment from

damage, harmonics must be managed and mitigated. The interconnected generator/load shall not cause voltage and current harmonics on the Transmission Provider's system that exceed the limits specified in Transmission Provider's TSGT Reliability Criteria (Engineering Standards Bulletin – Appendix A and D), Criteria for System Planning and Service Standards. All end-user facilities connected to the Transmission Provider's system shall meet the power quality standards set forth in that document. The entity seeking to connect to the Transmission Provider's system is responsible for any mitigation efforts necessary to meet those standards.

II. DELIVERABLES

A. Preliminary Steady State Power Flow Results:

A preliminary steady-state power flow analysis will be performed, and Transmission Provider shall provide a preliminary power flow results summary for discussion with the Interconnection Customer in a preliminary results review meeting. Based upon these discussions, the Interconnection Customer shall choose which single level of generation output, or alternatively which set of Network Upgrades to use to solve for maximum power injection, to use for completion of the SIS. The Interconnection Customer also shall specify a single POI for completion of the SIS.

B. Draft and Final SIS Reports:

Following Transmission Provider's review of the SIS preliminary steady-state power flow results report with the Interconnection Customer and Affected Systems, the dynamic stability analysis, short-circuit analysis, cost estimate and schedule components of the SIS will be completed. A draft full SIS report will be issued for Interconnection Customer and Affected Systems review. A draft full SIS report review meeting will be held to determine whether any changes are necessary, including to determine whether a re-study is required. Thereafter, a final full SIS report will be issued in accordance with Section 7 of Transmission Provider's GIP.

[This sheet reserved for future use.]

APPENDIX 4 to GIP

INTERCONNECTION FACILITIES STUDY AGREEMENT TRI-STATE CONTRACT NO. TSOA-[Click here to enter](#)-[Click here to enter](#)

This Interconnection Facilities Study Agreement (“Agreement”) by and between [Click here to enter Company Name](#) (“Interconnection Customer” or “IC”), a [Click here to enter State and Entity Type](#), and TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC. (“Transmission Provider” or “TP”), a Colorado cooperative corporation, shall become effective on the date last executed by the Parties. Interconnection Customer and Transmission Provider each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Generating Facility (“GF”) consistent with the Interconnection Request, submitted by Interconnection Customer, dated [Click here to enter a Date](#); No. (TI-[Click here to enter](#)), [Click here to enter MW](#) [Click here to enter Project Name](#); and declared to be a valid Interconnection Request by Transmission Provider on [Click here to enter a Date](#);

WHEREAS, Interconnection Customer desires to interconnect the Generating Facility with Transmission Provider’s Transmission System;

WHEREAS, Transmission Provider has completed an Interconnection System Impact Study (the “SIS”) and provided the results of said study to Interconnection Customer; and

WHEREAS, Interconnection Customer has requested that Transmission Provider perform an Interconnection Facilities Study (the “Facilities Study”) to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to implement the conclusions of the SIS in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to Transmission Provider’s Transmission System and any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

- 1.0 Definitions. Unless provided otherwise, when used in this Agreement with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider’s Generator Interconnection Procedures (“GIP”).
- 2.0 Study Election. Interconnection Customer elects and Transmission Provider shall cause a Facilities Study to be performed consistent with the provisions of Section 8 of Transmission Provider’s GIP.
- 3.0 Scope. The scope of the Facilities Study shall be in accordance with the provisions of Section 8 of Transmission Provider’s GIP and shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.

4.0 Report Content. The Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A) and schedule for construction of required facilities to interconnect the Generating Facility to Transmission Provider's Transmission System; and (ii) shall address the power flow, instability, and short circuit issues identified in the SIS.

5.0 Term. This Agreement shall terminate after Transmission Provider delivers to Interconnection Customer the final Facilities Study report; provided that Sections 6.3, 7.4, 7.5, and 7.6 shall survive termination. Furthermore, this Agreement will automatically terminate upon the withdrawal of Interconnection Customer's Interconnection Request pursuant to Section 3.7 of Transmission Provider's GIP.

6.0 Deposits, Fees and Payment.

6.1. Upon execution of this Agreement, Interconnection Customer shall provide to the Transmission Provider, pursuant to Section 8.1 of Transmission Provider's GIP, a deposit or a Letter of Credit of \$ [Click here to enter Amount](#) to cover twenty-five percent (25%) of the cost of the proposed Interconnection Facilities and Network Upgrades identified in the final SIS. If Interconnection Customer has elected to deliver a Letter of Credit, Interconnection Customer shall cause the Letter of Credit's renewal or extension in accordance with Section 13.7.2 of Transmission Provider's GIP. The time for completion of the Facilities Study shall be in accordance with Section 8.3 of Transmission Provider's GIP.

6.2 Interconnection Customer shall pay Transmission Provider for all fees, costs, and expenses reasonably incurred by Transmission Provider in performing a Facilities Study pursuant to this Agreement on a time and materials/ expense basis with no markups for profit, for which Transmission Provider shall maintain records available to Interconnection Customer. Labor costs for services performed by Transmission Provider will include labor which Transmission Provider may calculate at pay grade midpoints for convenience, labor overheads calculated by reference to Transmission Provider's yearly actual expense, and up to sixty-five (65) percent of direct labor costs for administrative and general expenses. Transmission Provider may, at its sole discretion, subcontract with third parties for services needed to perform the Facilities Study, including, but not limited to, program management, project management, and technical studies. Costs associated with subcontracted services will be billed to Interconnection Customer without markup by Transmission Provider.

6.3. Transmission Provider shall use the funds advanced by Interconnection Customer to perform work required under this Agreement. Transmission Provider shall continue to hold the amounts on deposit until settlement of the final cost. If the actual cost of the Facilities Study will exceed the remaining deposit, Interconnection Customer shall pay the shortfall in advance. After the completion of the Facilities Study, any remaining deposit in excess of the actual cost of the Facilities Study shall be applied to work relating to the GIA or, if Interconnection Customer withdraws its request, refunded in accordance with the GIP, as appropriate.

7.0 Site Control. Pursuant to Section 8.1 of Transmission Provider's GIP, upon execution of this Agreement, Interconnection Customer shall provide to the Transmission Provider demonstration of Site Control of at least fifty percent (50%) of sufficient land to support the size and type of Generating Facility proposed.

8.0 Miscellaneous.

8.1 Notices. Any notice, demand, or request pursuant to this Agreement shall be in writing and shall be given when delivered in person, sent by either registered or certified mail, or sent by national overnight delivery service, postage prepaid to the following addresses:

For Interconnection Customer:

[Click here to enter Company Name](#)

Attn: [Click here to enter Contact Name](#)

[Click here to enter Title](#)

[Click here to enter Address](#)

[Click here to enter City, ST & Zip](#)

Phone: [Click here to enter Phone No](#)

For Transmission Provider:

If by mail:

Tri-State Generation and Transmission Association, Inc. (System Operations)

Attn: Transmission Interconnection Administrator

1100 W. 116th Avenue

Westminster, Colorado 80234

If by overnight delivery:

Tri-State Generation and Transmission Association, Inc. (System Operations)

Attn: Transmission Interconnection Administrator

3761 Eureka Way

Frederick, Colorado 80516

Phone: 303-452-6111

8.2 Governing Law. This Agreement shall be governed by the laws of the State of Colorado without regard to any choice of law provisions.

8.3 Severability. If any provision in this Agreement is finally determined to be invalid, void, or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement, or covenant of this Agreement.

8.4 Indemnity. Interconnection Customer shall at all times indemnify, defend, and save Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions related to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from Transmission Provider's performance of its obligations under this Agreement on behalf of Interconnection Customer, except in cases of gross negligence or intentional wrongdoing by Transmission Provider.

8.5 Consequential Damages. In no event shall either Party be liable under any provision of this Agreement or any reliance on the Facilities Study for any losses, damages, costs, or expenses for any special, indirect, incidental, consequential, or punitive damages, including, but not limited to, loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder. Nor shall either Party be liable for any delay in delivery or for the non-performance or delay in performance of its obligations under this Agreement.

8.6 Disclaimer of Warranty. In preparing the Facilities Study, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the providing Party, and possibly by third parties, and each Party may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing the Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Facilities Study), as applicable, no Party nor any subcontractor or consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Facilities Study, the content of the Facilities Study, or the conclusions of the Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

8.7 Force Majeure. Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any 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 economic hardship, acts of negligence or intentional wrongdoing by the Party claiming Force Majeure. Neither Party shall be considered to be in default with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

8.8 Dispute Resolution. Any dispute, or assertion of a claim, arising out of or in connection with this Agreement, shall be resolved in accordance with Section 13.5 of Transmission Provider's GIP.

8.9 Confidentiality. Confidential information shall be treated in accordance with Section 13.1 of Transmission Provider's GIP.

8.10 Binding Effect. This Agreement, together with the GIP, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

8.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement.

8.12 Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest, and, where permitted, their assigns.

8.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

8.14 Amendments and Modifications. The Parties may by mutual agreement amend this Agreement or the Attachments to this Agreement by a written instrument duly executed by both Parties.

8.15 Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign its interest in this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that either Party shall have the right to assign its interest in this Agreement, without the consent of the other Party, for collateral security purposes to any trustee or secured party under any mortgage or deed of trust or security agreement securing the assigning Party's senior secured indebtedness. In the case of the Interconnection Customer, prior to or upon the exercise of the secured party's, the trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s). In the case of Transmission Provider, the secured party, trustee or mortgagee may, without the need for the prior consent of Interconnection Customer, succeed to and acquire all the rights, titles and interests of Transmission Provider in this Agreement, and may foreclose upon said rights, titles, and interests of Transmission Provider. Both Parties shall have the right to transfer all, but not less than all, of their interest in this Agreement to any of the following entities without the consent of the other Party: (i) any entity acquiring all or substantially all of the assets of the Party, (ii) any entity into which the Party merges or consolidates, or (iii), subject to the two preceding sentences, to the Rural Utilities Service or the Party's lender(s) or indenture trustee. Any attempted assignment that violates this article is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

8.16 No Implied Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon such Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement, TSOA-[Click here to enter-Click here to enter](#), to be duly executed by their duly authorized officers or agents on the day and year last written below.

Tri-State Generation and Transmission Association, Inc.

By:_____

Name: Joel K. Bladow

Title: Senior Vice President Transmission

Date:_____

[Click here to enter Company Name](#)

By:_____

Name:_____

Title:_____

Date:_____

Attachment A to Appendix 4
Interconnection Facilities Study
Agreement

Contract No. TSOA-[Click here to enter](#)-[Click here to enter](#)

SCHEDULE AND COST ESTIMATE

Transmission Provider shall use Reasonable Efforts to complete the Facilities Study and issue a draft Facilities Study report to Interconnection Customer within [Click here to enter](#) ([Click here to enter](#)) Calendar Days after receipt of (i) this executed Agreement; (ii) the deposit of \$ [Click here to enter Amount](#); (iii) evidence of fifty (50) percent Site Control in accordance with Section 8.1 of Transmission Provider's GIP; and (iv) additional data and information in accordance with Attachment B to this Agreement.

ASSUMPTIONS AND SCOPE OF WORK

Transmission Provider will prepare a scope of work and cost estimate for the interconnection project without the benefit of a complete engineering design, which will necessarily affect the accuracy of the study. Historical comparisons of estimates to actual project costs will be factored into the development of the cost estimate.

The Facilities Study will rely upon the findings, recommendations, and preliminary design for interconnection as set forth in the SIS report for this project, subject to further investigation and confirmation upon receipt of additional data, including with respect to any comments provided in the SIS by Transmission Provider and Affected Systems. To the extent that design specifications and other manufacturer's information were unavailable for the SIS, further study will be undertaken in Transmission Provider's sole discretion on the basis of Good Utility Practice, subject to further input from Affected Systems.

[Click here to enter Text](#)

Attachment B to Appendix 4
Interconnection Facilities Study
Agreement

Contract No. TSOA-[Click here to enter](#)-[Click here to enter](#)

DATA AND INFORMATION
TO BE PROVIDED BY INTERCONNECTION CUSTOMER

To the extent not previously provided, provide the following:

Location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

A site map that includes the location of the Generating Facility [Click here to enter Text](#) and the approximate route of the Interconnection Customer's transmission line from the main Generating Facility substation to the Transmission Provider's POI Switching Station or Substation [Click here to enter Text](#), in particular with respect to the last two spans entering into the Transmission Provider's POI Switching Station or Substation.

One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station.

Number of generation units. [Click here to enter](#)

On the one line diagram indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one line diagram indicate the location of auxiliary power. (Minimum load on CT/PT)
[Click here to enter](#) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance? [Choose Yes/No](#)

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? [Choose Yes/No](#) (Please indicate on one line diagram).

What type of control system or PLC will be located at Interconnection Customer's Generating Facility?
[Click here to enter](#)

What Protocol does the control system or PLC use?
[Click here to enter](#)

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

[Click here to enter](#)

Bus length from generation to interconnection station:

[Click here to enter](#)

Line length from interconnection station to Transmission Provider's transmission line.

[Click here to enter](#)

Tower number observed in the field. (Painted on tower leg)*

[Click here to enter](#)

Number of third party easements required for transmission lines*:

[Click here to enter](#)

* To be completed in coordination with Transmission Provider.

Is the Generating Facility in Transmission Provider's member service area? Choose *Yes/No*

Local provider: [Click here to enter](#)

Please provide proposed schedule dates:

Begin Construction

Date: [Click here to enter a Date](#)

Generator step-up transformer
Received back feed power

Date: [Click here to enter a Date](#)

Generation Testing

Date: [Click here to enter a Date](#)

Commercial Operation

Date: [Click here to enter a Date](#)

APPENDIX 5 to the GIP

CONTRACT NO. TSOA-_____

GENERATOR INTERCONNECTION AGREEMENT (GIA)

Interconnection Request No. _____

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GENERATOR INTERCONNECTION AGREEMENT

Interconnection Request No. _____

THIS GENERATOR INTERCONNECTION AGREEMENT, TSOA-_____
("GIA"), by and between _____, a _____
organized and existing under the laws of the State/Commonwealth of _____
("Interconnection Customer" with a Generating Facility), and Tri-State Generation and
Transmission Association, Inc., a cooperative corporation organized and existing under the laws
of the State of Colorado ("Transmission Provider"), shall become effective on the date of its
execution by both Parties. Interconnection Customer and Transmission Provider each may be
referred to as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, Transmission Provider operates the Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate
the Generating Facility identified as a Generating Facility in accordance with this GIA; and

WHEREAS, Interconnection Customer and Transmission Provider have agreed to enter
into this GIA for the purpose of interconnecting the Generating Facility with the Transmission
System.

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

Article 1. Definitions

1.1 When used in this GIA, terms with initial capitalization that are not defined in this Article
1 shall have the meanings specified in the Article in which they are used or in the Tariff if
such term is defined therein.

Affected System shall mean an electric system other than the Transmission System that
may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such
other corporation, partnership or other entity that directly or indirectly, through one or more
intermediaries, controls, is controlled by, or is under common control with, such corporation,
partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the Regional Entity, as defined by Section 215 of the Federal Power Act, applicable to the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Balancing Authority(ies) for the Transmission System to which the Generating Facility is directly interconnected.

Balancing Authority shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Balancing Authorities and contributing to frequency regulation of the interconnection. A Balancing Authority must be certified by an Applicable Reliability Council.

Base Case shall mean the base case power flow, short circuit, and stability databases used for the Interconnection Studies by Transmission Provider or Interconnection Customer.

Breach shall mean the failure of a Party to perform or observe any material term or condition of this GIA.

Breaching Party shall mean a Party that is in Breach of this GIA.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the Interconnection System Impact Study.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to this GIA.

Confidential Information shall mean (i) any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, or (ii) the term as defined in the confidentiality agreement executed by the Parties, if still in effect.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the GIA.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean Transmission Provider's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which this GIA becomes effective upon execution by the Parties.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by the GIA to possess black start capability.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any 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 acts of negligence or intentional wrongdoing by the Party claiming Force Majeure. Economic hardship is not considered a Force Majeure event.

Generating Facility shall mean Interconnection Customer's device or devices for the production of electricity identified in the Interconnection Request, but shall not include Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Generator Interconnection Agreement (GIA) shall mean this Generator Interconnection Agreement.

Generator Interconnection Procedures (GIP) shall mean interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility that are included in the Tariff.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which Interconnection Customer reasonably expects it will be ready to begin use of Transmission Provider’s Interconnection Facilities to obtain back feed power.

Interconnection Customer (IC) shall mean any entity, including Transmission Provider or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System.

Interconnection Customer’s Interconnection Facilities (ICIF) shall mean all facilities and equipment, as identified in Appendix A of this GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Customer’s Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean Transmission Provider’s Interconnection Facilities and Interconnection Customer’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean a study conducted to determine a list of facilities (including Transmission Provider’s Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time

required to interconnect the Generating Facility with the Transmission System. The scope of the study is defined in Section 8 of the Generator Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 3 of the Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, in accordance with the Tariff, to interconnect a new Generating Facility, or to increase the capacity of, or make a modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission System.

Interconnection Service shall mean the service provided by Transmission Provider associated with interconnecting Interconnection Customer's Generating Facility to the Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of this GIA and, if applicable, Transmission Provider's Tariff.

Interconnection Study shall mean any of the following studies the Interconnection System Impact Study and the Interconnection Facilities Study described in the Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

IRS shall mean the Internal Revenue Service.

Joint Operating Committee shall mean a group made up of representatives from Interconnection Customer and Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

Letter of Credit shall mean an unconditional, irrevocable, transferrable direct pay letter of credit that is in substance consistent with the Transmission Provider's form (which shall be provided to the Interconnection Customer upon request).

Loss shall mean any and all losses 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 the GIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Person.

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility and at the Point of Interconnection pursuant to this GIA at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service 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.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System to accommodate the interconnection of the Generating Facility to the Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with this GIA or its performance.

Party or Parties shall mean Transmission Provider, Interconnection Customer or a combination of the above.

Point of Change of Ownership (PCO) shall mean the point, as set forth in Appendix A to this GIA, where Interconnection Customer's Interconnection Facilities connect to Transmission Provider's Interconnection Facilities.

Point of Interconnection (POI) shall mean the point, as set forth in Appendix A to this GIA, where the Interconnection Facilities connect to the Transmission System.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by Transmission Provider.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this GIA, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of Interconnection Customer and Transmission Provider conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose. For public land, including that controlled or managed by any federal, state or local agency, documentation for the required minimum land area shall include a final, non-appealable permit, license, or other exclusive right to use the property for the purpose of generating electric power. At all times, the minimum term of Site Control must extend at least until the reasonably expected In-Service Date.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission System or on other delivery systems or other generating systems to which the Transmission System is directly connected.

Tariff shall mean Transmission Provider's Tariff through which open access transmission service and Interconnection Service are offered, as amended or supplemented from time to time, or any successor tariff.

Transmission Provider shall mean Tri-State Generation and Transmission Association, Inc.

Transmission Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this GIA, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned, controlled or operated by Transmission Provider that are used to provide transmission service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Article 2. Effective Date, Term, and Termination

- 2.1 Effective Date.** This GIA shall become effective upon execution by the Parties.
- 2.2 Term of Agreement.** Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of ten (10) years from the Effective Date or such other longer period as Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter.
- 2.3 Termination Procedures.**
- 2.3.1 Written Notice.** This GIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice, or by Transmission Provider after the Generating Facility permanently ceases Commercial Operation.
- 2.3.2 Default.** Either Party may terminate this GIA in accordance with Article 17.
- 2.3.3** Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination as well as Dispute Resolution invoked under this GIA.
- 2.4 Termination Costs.** If a Party elects to terminate this GIA pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the other Party's receipt of such notice of termination. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA, unless otherwise determined in a dispute resolution proceeding:
- 2.4.1** With respect to any portion of Transmission Provider's Interconnection Facilities that have not yet been constructed or installed, Transmission Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment,

and contracts, and Transmission Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Provider for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If Interconnection Customer terminates this GIA, it shall be responsible for all costs incurred in association with Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which Transmission Provider has incurred expenses and has not been reimbursed by Interconnection Customer. If Interconnection Customer provided Transmission Provider a Letter of Credit, Transmission Provider shall promptly release the Letter of Credit, only after any costs, including penalties incurred by Transmission Provider to cancel any pending orders of or return such materials, equipment, or contracts, have been satisfied.

2.4.2 Transmission Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.5 Disconnection. Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

2.6 Survival. This GIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this GIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

Article 3. Regulatory Filings

Transmission Provider shall file this GIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this GIA, or any amendment thereto, Interconnection Customer shall reasonably cooperate with Transmission Provider with respect to such filing and to provide any information reasonably requested by Transmission Provider needed to comply with applicable regulatory requirements.

Article 4. Scope of Service.

- 4.1 Provision of Service.** Transmission Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.
- 4.2 Performance Standards.** Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this GIA for its compliance therewith.
- 4.3 No Transmission Delivery Service.** The execution of this GIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's Tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.
- 4.4 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this GIA are set forth in Article 9.6.3 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.7.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

- 5.1 Transmission Provider Obligations.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date and Commercial Operation Date, and such dates shall be set forth in Appendix B.

Transmission Provider shall design, procure, and construct Transmission Provider's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B. Transmission Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Transmission Provider reasonably expects that it will not be able to complete Transmission Provider's Interconnection

Facilities and Network Upgrades by the specified dates, Transmission Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.2 Power System Stabilizers. Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the Regulations and procedures established by the Applicable Reliability Council. Transmission Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Generating Facility. The Power System Stabilizer's status shall be reported to Transmission Provider's system operator as deemed necessary by Transmission Provider. If the Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to non-synchronous generators.

5.3 Equipment Procurement. Transmission Provider shall commence design of Transmission Provider's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.3.1 Transmission Provider has completed the Interconnection Facilities Study pursuant to the Interconnection Facilities Study Agreement;

5.3.2 Transmission Provider has received written authorization pursuant to the terms of a fully executed E&P Agreement or in accordance with the applicable milestones specified in Appendix B, of a fully executed GIA; and

5.3.3 Interconnection Customer has provided payment to Transmission Provider in accordance with Article 11.6 and the schedule set forth in Appendix B.

5.4 Construction Commencement. Transmission Provider shall commence construction of Transmission Provider's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.4.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.4.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Transmission Provider's Interconnection Facilities and Network Upgrades;

5.4.3 Transmission Provider has received written authorization, in the form of a fully executed GIA to proceed with procurement and construction from Interconnection Customer; and

- 5.4.4** Interconnection Customer has provided payment to Transmission Provider in accordance with Article 11.6 and the schedule set forth in Appendix B.
- 5.5 Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Transmission Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider of such later date upon which the completion of Transmission Provider's Interconnection Facilities will be required.
- 5.6 Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with Transmission System, and shall work diligently and in good faith to make any necessary design changes.
- 5.7 Limited Operation.** If any of Transmission Provider's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Transmission Provider's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Transmission Provider shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.
- 5.8 Interconnection Customer's Interconnection Facilities (ICIF).** Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, and using Reasonable Efforts to complete the ICIF by the dates set forth in Appendix B.
- 5.8.1 Interconnection Customer's Interconnection Facility Specifications.** Unless otherwise stated in Appendix B, at least one hundred eighty (180) Calendar Days prior to the In-Service Date, Interconnection Customer shall submit to Transmission Provider updated specifications for the ICIF, including System Protection Facilities, and relay settings for all facilities associated with Interconnection Customer's step-up

transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and Generating Facility. In addition, Interconnection Customer shall also provide Transmission Provider at this time specifications for the excitation system, automatic voltage regulator, Generating Facility control, transformer tap settings, and communications, if applicable. Interconnection Customer shall provide Transmission Provider final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date to comply with Applicable Reliability Standards. Interconnection Customer shall submit one (1) hard copy and one (1) electronic copy of the initial specifications for the ICIF, including System Protection Facilities, and one (1) hard copy and one (1) electronic copy of the final specifications to Transmission Provider at the office designated in Appendix F. Electronic copies shall be either PDF or DWF.

Transmission Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Transmission Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission.

- 5.8.2 Transmission Provider's Review.** Transmission Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Transmission Provider.
- 5.8.3 ICIF Construction.** The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Transmission Provider "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and final relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. Interconnection Customer shall provide Transmission Provider final specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, Power System Stabilizer tuning information, and communications, if applicable. Interconnection Customer shall submit one (1)

hard copy and one (1) electronic copy of the specified drawings, documentation, specifications, etc. to Transmission Provider at the office designated in Appendix F. Electronic copies shall be either PDF or DWF.

- 5.9 Transmission Provider's Interconnection Facilities Construction.** Transmission Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Provider shall deliver to Interconnection Customer "as-built" drawings, information and documents for Transmission Provider's Interconnection Facilities.

Transmission Provider will obtain control of Transmission Provider's Interconnection Facilities upon completion of such facilities.

- 5.10 Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, lease, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Transmission System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

- 5.11 Lands of Other Property Owners.** Unless otherwise stated in Appendix A , if any part of Transmission Provider's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Provider, Transmission Provider shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, all to the extent consistent with state law, to procure from such persons any rights of use, lease, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Provider's Interconnection Facilities and/or Network Upgrades upon such property.

- 5.12 Permits.** Transmission Provider and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations.

With respect to this paragraph, Transmission Provider, at Interconnection Customer's expense, shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

5.13 Early Construction of Base Case Facilities. Interconnection Customer may request Transmission Provider to construct, and Transmission Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Transmission System which are included in the Base Case of the Interconnection Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

5.14 Suspension for Force Majeure Event.

5.14.1 Suspension. If a Force Majeure event occurs that may impact the construction of facilities identified in Appendix A, Interconnection Customer must provide documentation to Transmission Provider describing the event and the basis for a request for suspension. If the documentation comports with the definition of Force Majeure in Article 1.1 of this GIA, Transmission Provider shall approve such suspension, which approval shall not be unreasonably withheld. Transmission Provider shall suspend at any time all work, or otherwise agreed upon work, by Transmission Provider associated with the construction and installation of Transmission Provider's Interconnection Facilities and/or Network Upgrades required under this GIA with the condition that the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Provider (i) has incurred pursuant to this GIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Provider cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Transmission Provider shall obtain Interconnection Customer's authorization to do so.

Transmission Provider shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Transmission Provider required under this GIA pursuant to this Article 5.14.1, and has not requested Transmission Provider to recommence the work required under this GIA on or

before the expiration of three (3) years following commencement of such suspension, this GIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Transmission Provider, if no effective date is specified.

5.14.2 Termination of Other Interconnection Agreements. In the event that a previously executed interconnection agreement is terminated, and the completion of Interconnection Facilities or Network Upgrades for that interconnection customer's generating facility was a significant assumption of the Interconnection Facilities Study for Interconnection Customer's Generating Facility, then Interconnection Customer and Transmission Provider shall negotiate in good faith the terms for restudy of Interconnection Customer's Interconnection Request and any necessary amendment to this GIA. Interconnection Customer shall be responsible for any restudy costs and any change in the Network Upgrade costs required for the interconnection of Interconnection Customer resulting from the termination of the higher queued interconnection customer's interconnection agreement.

5.15 Taxes.

5.15.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Interconnection Customer to Transmission Provider for the installation of Transmission Provider's Interconnection Facilities and the Network Upgrades shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.15.2 Representations and Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Provider for Transmission Provider's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Transmission Provider's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Transmission Provider's request, Interconnection Customer shall provide Transmission Provider with a report from an independent engineer confirming its representation in clause (iii), above. Transmission Provider represents and covenants that the cost of Transmission Provider's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.15.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon Transmission Provider. Notwithstanding Article 5.15.1, Interconnection Customer shall protect, indemnify and hold harmless Transmission Provider from the cost consequences of any current tax liability imposed against Transmission Provider as the result of payments or property transfers made by Interconnection Customer to Transmission Provider under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider.

Transmission Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Transmission Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Transmission Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Provider to report payments or property as income subject to taxation; provided, however, that Transmission Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Provider (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.15. Interconnection Customer shall reimburse Transmission Provider for such costs on a fully grossed-up basis, in accordance with Article 5.15.4, within thirty (30) Calendar Days of receiving written notification from Transmission Provider of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by Transmission Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.15.

5.15.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.15 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the Parties, this means that Interconnection Customer will pay Transmission Provider, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on

Transmission Provider (“Current Taxes”) on the excess of (a) the gross income realized by Transmission Provider as a result of payments or property transfers made by Interconnection Customer to Transmission Provider under this GIA (without regard to any payments under this Article 5.15) (the “Gross Income Amount”) over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the “Present Value Depreciation Amount”), plus (2) an additional amount sufficient to permit Transmission Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Provider’s composite federal and state tax rates at the time the payments or property transfers are received and Transmission Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the “Current Tax Rate”), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Provider’s anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Provider’s current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer’s liability to Transmission Provider pursuant to this Article 5.15.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer’s estimated tax liability in the event taxes are imposed shall be stated in Appendix A.

5.15.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer’s request and expense, Transmission Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Provider under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer’s knowledge. Transmission Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Transmission Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.15.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Transmission Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.15.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Provider retains ownership of the Interconnection Facilities and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Provider, calculated using the methodology described in Article 5.15.4 and in accordance with IRS Notice 90-60.

5.15.7 Contests. In the event any Governmental Authority determines that Transmission Provider's receipt of payments or property constitutes income that is subject to taxation, Transmission Provider shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Transmission Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Transmission Provider may file a claim for refund with respect to any taxes paid under this Article 5.15, whether or not it has received such a determination. Transmission Provider reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Transmission Provider shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Transmission Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Transmission Provider, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Provider for the tax at issue in the contest.

5.15.8 Refund. In the event that (a) a private letter ruling is issued to Transmission Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this GIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this GIA is not taxable to Transmission Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Provider are not subject to federal income tax, or (d) if Transmission Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Provider pursuant to this GIA, Transmission Provider shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.15 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amounts paid by Interconnection Customer to Transmission Provider for such taxes which Transmission Provider did not submit to the taxing authority, computed based on the National Rural Utilities Cooperative Finance Corporation's Commercial Paper 30 day-rate that is in effect on the first Business Day of the month preceding the month for which the refund is due, from the date payment was made by Interconnection Customer to the date Transmission Provider refunds such payment to Interconnection Customer. The interest rate for funds held for only a portion of a month shall be prorated based on the number of days in the month for which Transmission Provider holds the funds, and

(iii) with respect to any such taxes paid by Transmission Provider, any refund or credit Transmission Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Transmission Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Transmission Provider's Interconnection Facilities.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.15.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Transmission Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Provider for which Interconnection Customer may be required to reimburse Transmission Provider under the terms of this GIA. Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Provider.

5.16 Tax Status. Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this GIA is intended to adversely affect Transmission Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

5.17 Modification.

5.17.1 General. Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Transmission Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Transmission System, Transmission Provider's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.17.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this GIA, Applicable Reliability Standards and Good Utility Practice.

5.17.3 Modification Costs. Interconnection Customer shall not be directly assigned the costs of any additions, modifications, or replacements that Transmission Provider makes to Transmission Provider's Interconnection Facilities or the Transmission System to facilitate the interconnection of a third party to Transmission Provider's Interconnection Facilities or the Transmission System, or to provide transmission service to a third party under Transmission Provider's Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

5.18 Other Interconnection Costs. If in order to complete the construction of Interconnection Facilities, Transmission Provider is required to remove certain existing facilities from service to complete construction activities, Interconnection Customer shall compensate Transmission Provider for the following costs:

- (1) Re-dispatch of other generation facilities interconnected to Transmission System in order to accommodate the interconnection of and planned operation of Interconnection Customer's Generating Facilities; and
- (2) Re-dispatch of other generation facilities or unplanned purchases resulting from the interconnection of the Generating Facility to the Transmission System; and
- (3) Any payments or contract demand reductions Transmission Provider is obligated to make to transmission customers taking service on Transmission System that were curtailed as a result of interconnecting the Generating Facility to Transmission System; and
- (4) Any payments, penalties, or contract demand reductions that Transmission Provider is obligated to make to wholesale or retail customers being provided electric power and energy by Transmission Provider as a result of Transmission Provider having to curtail service to their loads in order to interconnect the Generating Facility.

5.19 Affected Systems

5.19.1 Upgrades on Affected Systems. Transmission Provider shall assist Interconnection Customer in coordinating any Affected System upgrades needed to protect the reliability of the Affected Systems.

5.19.2 Coordination of Timing. Transmission Provider shall coordinate the timing of construction of Transmission Provider's Interconnection Facilities or Network Upgrades to its Transmission System with the construction required for any Affected System upgrades of all Affected Systems.

5.19.3 Condition of Interconnection. Where the interconnection alone endangers the reliability of an Affected System, Transmission Provider may delay the Initial Synchronization Date, subject to Article 5.7, until the Affected System upgrades are installed and notice has been provided to Transmission Provider from the Affected System Operator that the Affected System can operate safely and reliably.

Article 6. Testing and Inspection

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, Transmission Provider shall test Transmission Provider's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy. Interconnection Customer shall submit test results that may be used to validate Transmission Provider's modeling and for required submittals by Transmission Provider to NERC and the Applicable Reliability Council in accordance with Applicable Reliability Standards.

6.2 Post-Commercial Operation Date Testing and Modifications. Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with the operating procedures established by the Applicable Reliability Council and Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

- 6.3 Right to Observe Testing.** Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. Transmission Provider has the right, at Interconnection Customer's expense, to observe such testing.
- 6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and (iii) review the other Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same.

Article 7. Metering

- 7.1 General.** Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, Transmission Provider shall install Metering Equipment at the Point of Interconnection prior to any operation of the Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at Transmission Provider's option, compensated to, the Point of Interconnection. Transmission Provider shall provide metering quantities, in analog and/or digital form, to Interconnection Customer upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.
- 7.2 Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Transmission Provider's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Transmission Provider or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.
- 7.3 Standards.** Transmission Provider shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.
- 7.4 Testing of Metering Equipment.** Transmission Provider shall inspect and test all Transmission Provider-owned Metering Equipment upon installation and periodically thereafter in accordance with Transmission Provider's metering standards. If requested

to do so by Interconnection Customer, Transmission Provider shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Provider shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission Provider's failure to maintain, then Transmission Provider shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, Transmission Provider shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.

- 7.5 Metering Data.** At Interconnection Customer's expense, the metered real- time data (MW and MVAR) shall be telemetered to one or more locations designated by Transmission Provider and one or more locations designated by Interconnection Customer. At Interconnection Customer's expense a recorder will be installed at the Point of Interconnection, and will be utilized to accumulate the energy (kWh) and demand (15-minute interval kW) data as supplied from the Metering Equipment. This accumulated data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Generating Facility to the Point of Interconnection.

Article 8. Communications

- 8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with the Transmission System dispatcher or representative designated by Transmission Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Provider as set forth in Appendix D. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Transmission Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

8.2 Remote Terminal Unit. Prior to the Initial Synchronization Date of the Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by Transmission Provider at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by Transmission Provider through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1. The communication protocol for the data circuit(s) shall be specified by Transmission Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

Article 9. Operations

9.1 General. Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2 Balancing Authority Notification. At least one hundred eighty (180) Calendar Days before the In-Service Date, Interconnection Customer shall notify Transmission Provider in writing of the Balancing Authority in which the Generating Facility will be located. If Interconnection Customer elects to locate the Generating Facility in a Balancing Authority other than the Balancing Authority in which the Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this GIA, and remote Balancing Authority generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Generating Facility in the other Balancing Authority.

9.3 Transmission Provider Obligations. Transmission Provider shall cause the Transmission System and Transmission Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this GIA. Transmission Provider may provide operating instructions to Interconnection

Customer consistent with this GIA and Transmission Provider's operating protocols and procedures as they may change from time to time. Transmission Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

- 9.4 Interconnection Customer Obligations.** Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and Interconnection

Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Balancing Authority of which it is part, as such requirements are set forth in Appendix C of this GIA. Appendix C will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C of this GIA.

9.5 Start-Up and Synchronization. Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to the Transmission System.

9.6 Reactive Power.

9.6.1 Power Factor Design Criteria. Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor controllable across the range of 0.95 leading (absorbing VAR) to 0.95 lagging (producing VAR),, unless Transmission Provider has established different requirements that apply to all generators in the Balancing Authority on a comparable basis. The specific details regarding requirements of this paragraph applicable to wind or other Generating Facilities are set forth in Appendix G and also in the latest version of Transmission Provider's Engineering Standards Bulletin as posted on Transmission Provider's OASIS.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Generating Facility to produce or absorb reactive power within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Provider's voltage schedules shall treat all sources of reactive power in the Balancing Authority in an equitable and not unduly discriminatory manner. Transmission Provider shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) Calendar Day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator at the office designated in Appendix F.

9.6.2.1 Governors and Regulators. Whenever the Generating Facility is operated in parallel with the Transmission System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its speed governors and voltage regulators in automatic operation. If the Generating Facility's speed governors and voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative, and ensure that such Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall cause its Generating Facility or any generator to remain connected to the Transmission System such that there is full compliance with Applicable Reliability Standards in the same manner as other similar generators in the Balancing Area.

9.6.3 Payment for Reactive Power. Transmission Provider is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Generating Facility when Transmission Provider requests Interconnection Customer to operate its Generating Facility outside the range specified in Article 9.6.1, provided that if Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay Interconnection Customer. Payments shall be pursuant to Article 11.7 or such other agreement to which the Parties have otherwise agreed.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. All non-emergency work shall be scheduled and approved through the appropriate Affected System Operator or Balancing Authority. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

9.7.1.2 Outage Schedules. Transmission Provider shall post scheduled outages of its transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Transmission Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Interconnection Customer shall submit to Transmission Provider's outage coordinator(s) all requests for maintenance and planned outages at least fifteen (15) Calendar Days in advance of the requested outage date. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

9.7.1.3 Outage Restoration. If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, Transmission Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Transmission Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

- 9.7.2.1** The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;
- 9.7.2.2** Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Transmission System;
- 9.7.2.3** When the interruption or reduction must be made under circumstances which do not allow for advance notice, Transmission Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;
- 9.7.2.4** Except during the existence of an Emergency Condition, when the interruption or reduction can be scheduled without advance notice, Transmission Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Transmission Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Transmission Provider;
- 9.7.2.5** The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over-Frequency Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Generating Facility as required by the Applicable Reliability Council to ensure “ride through” capability of the Transmission System. Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with Transmission Provider in accordance with Applicable Reliability Standards. The term “ride through” as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the Transmission System during system disturbances within a range of

under-frequency and over-frequency conditions, in accordance with Applicable Reliability Standards.

9.7.4 System Protection and Other Control Requirements.

- 9.7.4.1 System Protection Facilities.** Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Transmission Provider's Interconnection Facilities or the Transmission System as a result of the interconnection of the Generating Facility and Interconnection Customer's Interconnection Facilities.
- 9.7.4.2** Each Party's System Protection Facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards.
- 9.7.4.3** Each Party shall be responsible for protection of its facilities consistent with Applicable Reliability Standards.
- 9.7.4.4** Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.
- 9.7.4.5** Each Party will test, operate and maintain System Protection Facilities in accordance with Applicable Reliability Standards.
- 9.7.4.6** Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. The Transmission Provider reserves the right to witness the testing of the Interconnection Customer's System Protection Facilities, as will be identified by the Transmission Provider prior to the commissioning activities to take place prior to the In-Service Date and Commercial Operation Date of the facilities. At intervals suggested by Applicable Reliability Standards and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests

do, however, require that all protective relays and lockout contacts be activated.

9.7.5 Requirements for Protection. In compliance with Good Utility Practice, Applicable Laws and Regulations, and Applicable Reliability Standards

Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall include a duly-rated circuit breaker located between the Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field, if applicable. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the Generating Facility.

9.7.6 Power Quality. Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by Applicable Reliability Standards, including, but not limited to, IEEE Standards 519 and 1547, Transmission Provider's Engineering Standards Bulletin – Criteria for System Planning and Service Standards (August 2010 Rev. or latest), and Transmission Provider's NERC Standard FAC-001-0 (Facility Connection Requirements for Tri-State Generation and Transmission Association, Inc., February 2009 Version 1.0 or latest).

9.8 Switching and Tagging Rules. Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Transmission Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the

Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Transmission Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the

Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Transmission Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted for resolution in accordance with the provisions of Article 27 of this GIA.

- 9.10 Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or the Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

Article 10. Maintenance

- 10.1 Transmission Provider Obligations.** Transmission Provider shall maintain the Transmission System and Transmission Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.
- 10.2 Interconnection Customer Obligations.** Interconnection Customer shall maintain the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA and all Applicable Reliability Standards.
- 10.3 Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.
- 10.4 Secondary Systems.** Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.
- 10.5 Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning,

operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Provider's Interconnection Facilities.

Article 11. Performance Obligation

- 11.1 Interconnection Customer Generating Facility.** Interconnection Customer shall comply with all applicable NERC and Applicable Reliability Council Reliability Standard Requirements mandated by FERC, pursuant to Section 215 of the Federal Power Act.
- 11.2 Interconnection Customer Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, at its sole expense.
- 11.3 Transmission Provider's Interconnection Facilities.** Transmission Provider shall design, procure, construct, install, own and/or control Transmission Provider's Interconnection Facilities described in Appendix A, at the sole expense of Interconnection Customer.
- 11.4 Network Upgrades and Distribution Upgrades.** Transmission Provider shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A. Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless Transmission Provider elects to fund the capital for the Network Upgrades, they shall be solely funded by Interconnection Customer.
- 11.5 Transmission Credits.**
- 11.5.1 Refund of Amounts Advanced for Network Upgrades.** Interconnection Customer shall be entitled to a cash refund, equal to the total amount paid to Transmission Provider for the Network Upgrades, including any tax gross-up or other tax-related deposits associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.15.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Transmission Provider's Tariff for transmission services with respect to the Generating Facility. Any refund shall include interest calculated at an annual rate equal to the Five (5) year United States Treasury Rate in effect from time to time as specified in the Federal Reserve statistical release (H.15(519)) for the month preceding the month to which the interest applies plus one-eighth of one percent (1/8%), from the date of any security advanced for Network Upgrades through the date on which Interconnection Customer receives a refund of such security pursuant to this subparagraph. Interconnection Customer may assign such refund rights to any person.

Notwithstanding the foregoing, Interconnection Customer and Transmission Provider may adopt any alternative refund schedule that is mutually agreeable so long as Transmission Provider takes one of the following actions no later than twenty (20) years from the Commercial Operation Date: (1) refund to Interconnection Customer any amounts advanced for Network Upgrades not previously refunded, or (2) declare in writing that Transmission Provider will continue to provide a refund to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all security advanced for Network Upgrades not previously refunded.

If the Generating Facility fails to achieve Commercial Operation, but it or another generating facility is later constructed and makes use of the Network Upgrades, Transmission Provider shall at that time refund to Interconnection Customer the amounts advanced for the Network Upgrades in accordance with this Article 11.5.1. Before any such refund can occur, Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which the refund must be made.

11.5.2 Special Provisions for Affected Systems. Unless Transmission Provider provides, under the GIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment either by transmission credits or as otherwise agreed to by Affected System Operator and Interconnection Customer. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

11.5.3 Notwithstanding any other provision of this GIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash refunds or transmission credits for transmission service that is not associated with the Generating Facility.

11.6 Provision of Security and Payment. If Interconnection Customer has not provided Transmission Provider security in the form of a deposit of immediately available funds by wire transfer to a bank named and an account designated by Transmission Provider or a Letter of Credit for the cost of the proposed Transmission Provider Interconnection Facilities and Network Upgrades pursuant to Sections 8.1 and 11.3 of the GIP,

Interconnection Customer shall provide such security concurrent with Interconnection Customer's execution of this GIA. Transmission Provider shall notify Interconnection Customer in writing if it determines that the cost of the proposed Transmission Provider Interconnection Facilities, Network Upgrades or Distribution Upgrades will exceed the deposit or Letter of Credit. In such event, Interconnection Customer shall transfer to Transmission Provider additional security in the form of a deposit or a Letter of Credit (or increase the amount of an outstanding Letter of Credit) as necessary to cover the cost of the proposed Transmission Provider Interconnection Facilities, Network Upgrades and Distribution Upgrades. Transmission Provider shall draw upon the security to fund the cost of the proposed Transmission Provider Interconnection Facilities, Network Upgrades and Distribution Upgrades.

11.6.1 Letter of Credit. To the extent Interconnection Customer provides a Letter of Credit and the Letter of Credit expires before the earlier of (i) payment of the final invoice to Interconnection Customer pursuant to Article 12.2 or (ii) the termination of this GIA, Interconnection Customer shall cause the Letter of Credit's renewal or extension for additional consecutive terms of three hundred sixty (360) Calendar Days or more no later than thirty (30) Calendar Days prior to the expiration date of the Letter of Credit and written proof of such renewal shall be provided to Transmission Provider by Interconnection Customer as soon as practicable thereafter, but in no event later than twenty (20) Calendar Days prior to the expiration of the same.

11.6.2 Letter of Credit Default. If Interconnection Customer fails to maintain or renew the Letter of Credit in accordance with the GIP, Transmission Provider shall have the right to draw upon the entire undrawn portion of the Letter of Credit, without notice, and hold such cash as security. If (a) the issuer of the Letter of Credit, at any time, fails to meet the requirements of Section 13.7.1 of the GIP or (b) the issuer of such Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit, Interconnection Customer shall not later than three (3) Business Days after written demand from Transmission Provider transfer substitute security to Transmission Provider in the form of (i) immediately available funds by wire transfer in U.S. Dollars to a bank named and an account designated by Transmission Provider or (ii) a substitute Letter of Credit issued by a bank that meets the requirements of Section 13.7.1 of the GIP. If Interconnection Customer fails to discharge its obligations under this Article, Transmission Provider shall have the right to immediately terminate this GIA.

11.7 Interconnection Customer Compensation. If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this GIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to a FERC-approved rate schedule. Interconnection Customer shall serve Transmission Provider

with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time Interconnection Customer is required to provide or absorb any reactive power under this GIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service.

11.7.1 Interconnection Customer Compensation for Actions During Emergency

Condition. Transmission Provider shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.7.

Article 12. Invoice

12.1 General. Except with respect to the costs of the Interconnection Facilities and Network Upgrades for which Interconnection Customer has provided security, each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall include the applicable Transmission Provider contract/agreement number, an invoice number and invoice date, Interconnection Customer or Transmission Provider's name and remit to address for payment. The invoice shall specify the month, or period of time, to which the invoice applies and fully describe the services and equipment provided together with legible backup documentation required to be submitted with the invoice by any provision of this GIA. All amounts shall be in U.S. Dollars. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2 Final Invoice. Within one hundred eighty (180) Calendar Days after completion of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades, Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities and Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs, including any advanced payments made by Interconnection Customer pursuant to Article 11.6, exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice. If Interconnection Customer provided Transmission Provider a

Letter of Credit, Transmission Provider shall promptly release the Letter of Credit, only after any outstanding payments have been satisfied.

- 12.3 Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days after the receipt of a proper invoice in accordance with Article 12.1. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this GIA.
- 12.4 Disputes.** In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider shall continue to provide Interconnection Service under this GIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Provider may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest computed based on the National Rural Utilities Cooperative Finance Corporation's Commercial Paper 30 day-rate that is in effect on the first Business Day of the month in which the amount is determined to have been due. The interest rate for funds held for only a portion of a month shall be prorated based on the number of days in the month for which Transmission Provider holds the funds. Interest will be paid only on the remaining principal amount.

Article 13. Emergencies

- 13.1 Definition.** "Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) that, in the case of Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, Transmission Provider's Interconnection Facilities or the transmission systems of others to which the Transmission System is directly connected; or (iii) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities' system restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this GIA to possess black start capability.
- 13.2 Obligations.** Each Party shall comply with the Emergency Condition procedures of the NERC, the Applicable Reliability Council, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.

13.3 Notice. Transmission Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Provider's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission Provider promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Provider's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.4 Immediate Action. Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Provider, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission System.

13.5 Transmission Provider Authority.

13.5.1 General. Transmission Provider may take whatever actions or inactions with regard to the Transmission System or Transmission Provider's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or Transmission Provider's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider may, on the basis of technical considerations, require the Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's operating instructions concerning the Generating Facility real power and reactive

power output within the manufacturer's design limitations of the Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection. Transmission Provider may reduce Interconnection Service or disconnect the Generating Facility or Interconnection Customer's Interconnection Facilities, when such reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to the Tariff. When Transmission Provider can schedule the reduction or disconnection in advance, Transmission Provider shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Transmission Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.6 Interconnection Customer Authority. Consistent with Good Utility Practice and the GIA and the GIP, Interconnection Customer may take actions or inactions with regard to the Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Generating Facility or Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and Transmission Provider's Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability. Except as otherwise provided in Article 11.7.1 of this GIA, neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

Article 14. Regulatory Requirements and Governing Law

14.1 Regulatory Requirements. Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA

shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, as amended, or the Energy Policy Act of 2005.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the State of Colorado, without regard to its conflicts of law principles.

14.2.2 This GIA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

Article 15. Notices

15.1 General. Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F.

Either Party may change the notice information in this GIA by giving seven (7) Calendar Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be submitted in accordance with Appendix F. Telephone notices given pursuant to this Article 15 shall be confirmed in writing as soon as practicable and shall state the full particulars of the notice or request, including the time and date and the names of the telephone participants.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to the other and not required by this GIA to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F. Telephone notices given pursuant to this Article 15 shall be confirmed in writing as soon as practicable and shall state the full particulars of the notice or request, including the time and date and the names of the telephone participants.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Force Majeure

Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, or maintain or renew a Letter of Credit, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due, or maintain or renew a Letter of Credit) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

Article 17. Default

17.1 Default.

17.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money or maintenance or renewal of a Letter of Credit) is the result of Force Majeure as defined in this GIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2 and Article 11.6, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice 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 Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate. If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this GIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this GIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this GIA.

Article 18. Indemnity, Consequential Damages and Insurance

18.1 Indemnity. To the maximum extent permitted by law, each Party (the “Indemnifying Party”) shall at all times indemnify, defend, and hold harmless the other Party and its officers, directors, employees, contractors, and agents (the “Indemnified Person” or “Indemnified Persons” together sometimes referred to as the “Indemnified Person”) from and against 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 Indemnified Person’s performance of or failure to perform its obligations under this GIA on behalf of the Indemnifying Party, except in cases of and to the extent of gross negligence or intentional wrongdoing, if any, by the Indemnified Person. Notwithstanding anything in this GIA to the contrary, to the extent, if at all, this GIA is construed to be a construction contract pursuant to state anti-indemnification laws in the state where the Generating Facility is located, then all references to “gross negligence” in this GIA shall instead be “negligence”.

18.1.1 Indemnified Person. If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party (to the maximum extent permitted by law and except to the extent of the Indemnified Person’s gross negligence or intentional wrongdoing, if any) contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person’s actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party’s indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person

reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses. The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, (to the maximum extent provided by law and except to the extent of injury or damages arising out of the Indemnified Person's gross negligence or intentional misconduct, if any), and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

18.2 Consequential Damages. In no event shall either Party be liable under any provision of this GIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3 Insurance. Each party shall, at its own expense, maintain in force throughout the period of this GIA, and until released by the other Party, the following minimum insurance coverages:

18.3.1 Workers' Compensation and Employers' Liability Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to

the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

- 18.3.3** Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- 18.3.4** Excess Liability Insurance over and above the Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5** The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Liability Insurance policies shall name the other Party an additional insured.
- 18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this GIA.
- 18.3.9** Within ten (10) Calendar Days following execution of this GIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within thirty (30) Calendar Days thereafter, each Party shall provide certificates of insurance for all insurance required in this GIA.

18.3.10 Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, Interconnection Customer's senior unsecured debt is rated as investment grade or better by Standard & Poor's or Moody's and that its self-insurance programs meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that Interconnection Customer's senior unsecured debt is unrated by Standard & Poor's or Moody's or is rated at less than investment grade by Standard & Poor's or Moody's, Interconnection Customer shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.8. In the event that Interconnection Customer is permitted to self-insure pursuant to this Article 18.3.10, it shall notify Transmission Provider that it meets the requirements to self-insure and that its self-insurance programs meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.8.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

Article 19. Assignment

19.1 Assignment. This GIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign its interest in this GIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that either Party shall have the right to assign its interest in this GIA, without the consent of the other Party, for collateral security purposes to any trustee or secured party under any mortgage or deed of trust or security agreement securing the assigning Party's senior secured indebtedness. In the case of Interconnection Customer, prior to, or upon the exercise of the secured Party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s), including providing Transmission Provider with proof that it meets the requirements of Articles 11.6 and 18.3. In the case of Transmission Provider, the secured party, trustee or mortgagee may, without the need for the prior consent of Interconnection Customer, succeed to and acquire all the rights, titles and interests of Transmission Provider in this GIA, and may foreclose upon said rights, titles and interests of Transmission Provider. Both Parties shall have the right to transfer all, but not less than all, of their interest in this GIA to any of the following entities without the consent of the other Party; (i) any entity acquiring all or substantially all of the assets of the Party, (ii) any entity into which the Party merges or consolidates, or (iii), subject to the two preceding sentences, to the Party's lender(s) or indenture trustee. Any attempted assignment that violates this article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its

obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA.

Article 21. Comparability

The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality

22.1 Confidentiality. 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 either of the Parties to the other prior to the execution of this GIA.

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. As soon as reasonably possible, oral designation of Confidential Information shall be confirmed in writing by the designating Party to the other Party.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 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.

22.1.1 Term. During the term of this GIA, and for a period of three (3) years after the expiration or termination of this GIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 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 third 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 GIA; or (6) is required, in accordance with Article 22.1.7 of the GIA, Order of Disclosure, 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 GIA. Information designated as Confidential Information will no longer be deemed confidential if

the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.3 Release of Confidential Information. Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), members, directors, subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or lenders or potential lenders of Transmission Provider, or to potential purchasers or assignees of Interconnection Customer or Transmission Provider, on a need-to-know basis in connection with this GIA, unless such person has first been advised of the confidentiality provisions of this Article 22 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 Article 22. The release of Confidential Information shall be subject to Applicable Reliability Standards.

22.1.4 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties. By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 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 the other Party under this GIA or its regulatory requirements.

22.1.7 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 either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this GIA. 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.

22.1.8 Termination of Agreement. Upon termination of this GIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving 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 Article 22, 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 Article 22.

22.1.10 Disclosure to FERC, its Staff, or a State. Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this GIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR section 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 Party to this GIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR section 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.

22.1.11 Subject to the exceptions set forth in Article 22.1.3 and in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this GIA (“Confidential Information”) shall not be disclosed by the other Party to any person, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing 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 other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this GIA or as a transmission service provider or a Balancing Authority operator including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party’s Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

Article 23. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

Article 24. Information Requirements

24.1 Information Acquisition. Transmission Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2 Information Submission by Transmission Provider. Unless otherwise stated in Appendix B, the initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Interconnection

Customer a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report" (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

- 24.3 Updated Information Submission by Interconnection Customer.** The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than ninety (90) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Appendix 1 to the GIP. It shall also include any additional information provided to Transmission Provider for the Interconnection System Impact Study and Interconnection Facilities Study. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to Transmission Provider pursuant to the latest Interconnection Study Agreement between Transmission Provider and Interconnection Customer, then Transmission Provider will conduct appropriate studies to determine the impact on the Transmission System based on the actual data submitted pursuant to this Article 24.3. Interconnection Customer shall not begin Trial Operation until such studies are completed. Interconnection Customer shall submit one (1) hard copy and one (1) electronic copy of the updated information specified in this article to Transmission Provider at the office designated in Appendix F. Electronic copies shall be either PDF or DWF.

- 24.4 Information Supplementation.** Within ninety (90) Calendar Days following the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of

other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to Transmission Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Transmission Provider any information changes due to equipment replacement, repair, or adjustment. Transmission Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Provider-owned substation that may affect Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment. Interconnection Customer shall submit one (1) hard copy and one (1) electronic copy of the updated information specified in this article to Transmission Provider at the office designated in Appendix F. Electronic copies shall be either PDF or DWF.

Article 25. Information Access and Audit Rights

- 25.1 Information Access.** Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.
- 25.2 Reporting of Non-Force Majeure Events.** Each Party (the "notifying Party") shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this GIA.
- 25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System,

Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this article 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 each Party's performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records.

Accounts and records related to the design, engineering, procurement, and construction of Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Provider's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to either Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

Article 26. Subcontractors

26.1 General. Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer

under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

- 26.3 No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 27. Disputes

- 27.1 Submission.** In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this GIA or its performance, such Party (the "disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this GIA.
- 27.2 External Arbitration Procedures.** Any arbitration initiated under this GIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.
- 27.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this GIA and shall have no power to modify or change any provision of this GIA in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may

be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. Substantive standards for the resolution of disputes resolved hereunder shall reflect FERC regulations and precedent as well as applicable legal precedent.

- 27.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

Article 28. Representations, Warranties, and Covenants

- 28.1 General.** Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.

28.1.2 Authority. Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this GIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental

Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

Article 29. Joint Operating Committee

29.1 Transmission Provider shall constitute a Joint Operating Committee to coordinate operating and technical considerations of Interconnection Service. At least one hundred eighty (180) Calendar Days prior to the expected In-Service Date, Interconnection Customer and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. The Parties shall notify each other of such appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this GIA. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

29.1.1 Establish data requirements and operating record requirements.

29.1.2 Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.

29.1.3 Review all maintenance and planned outage schedules of Transmission Provider's transmission facilities (which shall be disclosed on Transmission Provider's OASIS) and Interconnection Customer's facilities.

29.1.4 Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Generating Facility and other facilities that impact the normal operation of the interconnection of the Generating Facility to the Transmission System.

29.1.5 Ensure that information is being provided by each Party regarding equipment availability.

29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

Article 30. Miscellaneous

30.1 Binding Effect. This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

- 30.2 Conflicts.** In the event of a conflict between the body of this GIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this GIA shall prevail and be deemed the final intent of the Parties.
- 30.3 Rules of Interpretation.** This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".
- 30.4 Entire Agreement.** This GIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this GIA.
- 30.5 No Third Party Beneficiaries.** This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 30.6 Waiver.** The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
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Any waiver at any time by either Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this GIA shall, if requested, be provided in writing.

- 30.7 Headings.** The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.
- 30.8 Multiple Counterparts.** This GIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 30.9 Amendment.** The Parties may by mutual agreement amend this GIA by a written instrument duly executed by the Parties.
- 30.10 Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all Applicable Laws and Regulations.
- 30.11 Reservation of Rights.** Transmission Provider shall have the right to modify this GIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation. Nothing in this GIA shall limit the rights of the Parties or of FERC under the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.
- 30.12 No Partnership.** This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

IN WITNESS WHEREOF, the Parties have executed this GIA, Contract No. TSOA-_____, in duplicate originals, each of which shall constitute and be an original effective GIA between the Parties.

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

Date: _____

[Insert name of Interconnection Customer]

By: _____

Name: _____

Title: _____

Date: _____

**Appendix A to GIA
Contract No. TSOA-_____**

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

(a) [insert Interconnection Customer's Interconnection Facilities]:

(b) [insert Transmission Provider's Interconnection Facilities]:

2. Network Upgrades:

[insert Network Upgrades]:

3. Distribution Upgrades:

Appendix B to GIA
Contract No. TSOA-_____

Milestones

Appendix C to GIA
Contract No. TSOA-_____

Interconnection Details

Generating Facility. Interconnection Customer's Generating Facility will consist of _____, with step-up transformers for a total of [X] MW. If wind turbines are installed, they must be equipped with the manufacturer's low voltage ride through package for compliance with Appendix G. The Generating Facility must be able to meet all reactive power requirements and dynamic response low voltage ride through (LVRT) requirements as stated in the Interconnection System Impact Study Final Report dated _____.

Point of Change of Ownership. The point of change of ownership shall be as shown on the one-line drawing attached hereto as Attachment 1 to Appendix C of this GIA.

Point of Interconnection. The Point of Interconnection will be as shown on the one-line drawing attached hereto as Attachment 1 to Appendix C of this GIA.

The following interconnection guidelines further define the requirements of this GIA:

- (a) **Auxiliary Power:**
Interconnection Customer will arrange for auxiliary power.
- (b) **Capacity determination and verification (including ancillary services and certification):**
If Interconnection Customer seeks to provide ancillary services, Interconnection Customer will obtain certification under the requirements of Transmission Provider.
- (c) **Data reporting requirements:**
As required by NERC Operating Policies, Transmission Provider Criteria, and responsible entities.
- (d) **Grounding requirements:**
Interconnection Customer shall tie the ground for its transmission line to the ground grid of the Transmission System at a point provided by Transmission Provider.
- (e) **Maintenance and Testing:**
Transmission Provider will provide Interconnection Customer thirty (30) Calendar Days' notice for planned maintenance and testing that will affect the ability of the Generating Facility to remain interconnected to the Transmission System. For emergency maintenance and testing, Transmission Provider will provide notice as

soon as the Transmission Provider is aware of the need for the emergency maintenance and testing. Interconnection Customer will provide Transmission Provider thirty (30) Calendar Days' notice of an outage of Interconnection Customer's Generating Facility that will require electrical clearance at the Interconnection Facilities. In the event of the need for an emergency outage of the Generator Facility, Interconnection Customer will provide Transmission Provider of the need for electrical clearance as soon as Interconnection Customer is aware of the need for the outage. Nothing in this paragraph prohibits Transmission Provider or Interconnection Customer from opening their respective connection facilities without notice in the event of an Emergency Condition.

(f) Provision of ancillary services:

Nothing in this GIA should be construed as obligating Transmission Provider to provide Ancillary Services to Interconnection Customer. Ancillary Services necessary to deliver the energy produced by the Generating Facility over the Transmission System, if any, will be provided to Interconnection Customer or any entity purchasing or otherwise acquiring energy generated by the Generating Facility pursuant to the provisions of Transmission Provider's Tariff.

(g) Good Utility Practice:

Interconnection Customer agrees to operate its facilities in accordance with Good Utility Practice. In the event Transmission Provider determines that Interconnection Customer is not operating its Generating Facility or the Interconnection Customer's Interconnection Facilities in accordance with Good Utility Practice, or that is operating practices threaten the safety of persons or property or the integrity of the Transmission System, it may require disconnection or disconnect the Generating Facility.

Appendix D to GIA
Contract No. TSOA-_____

Security Arrangements Details

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. FERC will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the Applicable Reliability Council. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Appendix E to GIA
Contract No. TSOA-_____

Form of Commercial Operation Date Letter

Form of letter to Transmission Provider requesting consent of Commercial Operation Date:

[Date]

[Transmission Provider Address]

Re: _____ Generating Facility

Dear _____:

On **[Date]**, **[Interconnection Customer]** has completed Trial Operation of the Generating Facility. This letter confirms that the Generating Facility has been completed in accordance with the Generator Interconnection Agreement, TSOA-_____, between **[Interconnection Customer]** and Tri-State Generation and Transmission Association, Inc., and has begun Commercial Operation, effective as of **[Date plus one day]** (the Commercial Operation Date).

Thank you.

[Signature]

[Interconnection Customer Representative]

Consented and agreed to by Transmission Provider; provided that such shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the Interconnection Customer's Interconnection Facilities.

(Signature): _____
(Name): _____
(Title): _____
(Date): _____

Appendix F to GIA
Contract No. TSOA-_____

**Addresses for Delivery of Notices, Drawings, Technical Documentation,
Commercial/Legal Documentation, and other Correspondence, Payments and Billings**

**Notices: Drawings, Technical Documentation, Commercial/Legal Documentation, and
other Correspondence:**

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Billings and Payments:

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

**Appendix G to GIA
Contract No. TSOA-_____**

**INTERCONNECTION REQUIREMENTS APPLICABLE FOR GENERATING
FACILITIES**

A. Voltage (Steady-State and Dynamic), and Reactive Power

The voltage regulation and reactive power criteria for Generating Facilities are set forth in the latest available version of Transmission Provider's Engineering Standards Bulletin posted on Transmission Provider's OASIS, and related WECC criteria. The basic criteria for net available reactive power and related voltage regulation are applicable at the main Point of Interconnection ("POI") bus.

B. Harmonics – Power Quality:

Harmonics can cause telecommunication interference, thermal heating in transformers, disruptions to solid state equipment and resonant over voltages. To protect equipment from damage, harmonics must be managed and mitigated. The interconnected generator/load shall not cause voltage and current harmonics on Transmission Provider's system that exceed the limits specified in the latest available version of Transmission Provider's Engineering Standards Bulletin, Criteria for System Planning and Service Standards. All end-user facilities connected to Transmission Provider's system shall meet the power quality standards set forth in that document. The entity seeking to connect to Transmission Provider's system is responsible for any mitigation efforts necessary to meet those standards.

C. Supervisory Control and Data Acquisition (SCADA) Capability

The Generating Facility shall provide SCADA capability to transmit data and receive instructions from Transmission Provider to protect system reliability. Transmission Provider and Interconnection Customer shall determine what SCADA information is essential for the proposed wind plant, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

[This sheet reserved for future use.]