

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking to Continue
Electric Integrated Resource Planning and
Related Procurement Processes.

Rulemaking 20-05-003
(Filed May 7, 2020)

**SAN DIEGO GAS & ELECTRIC COMPANY (U902 E) SEPTEMBER 2021
INTEGRATED RESOURCE PLAN COMPLIANCE FILING**

PUBLIC VERSION

Aimee M. Smith
8330 Century Park Court
San Diego, CA 92123
Phone: (858) 654-1644
Fax: (619) 699-5027
E-mail: amsmith@sdge.com

Attorney for:
SAN DIEGO GAS & ELECTRIC COMPANY

September 1, 2021

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking to Continue
Electric Integrated Resource Planning and
Related Procurement Processes.

Rulemaking 20-05-003
(Filed May 7, 2020)

**SAN DIEGO GAS & ELECTRIC COMPANY (U902 E) SEPTEMBER 2021
INTEGRATED RESOURCE PLAN COMPLIANCE FILING**

In accordance with the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission”) and the requirements set forth in Decision (“D.”) 19-11-016, D.20-12-044, and D.21-06-035, as well as Administrative Law Judge Fitch’s July 8, 2021 ruling extending the compliance filing deadline, San Diego Gas & Electric Company (“SDG&E”) submits this compliance filing (“Compliance Filing”). The Compliance Filing provides updated electricity procurement-related data and supporting documentation, both for general procurement and procurement to satisfy the requirements of the decisions listed above. The Compliance Filing conforms to guidance and instructions provided by the Commission’s Energy Division.

The Compliance Filing is set forth in Attachment A hereto. Additional supporting documentation is included in Attachment B.

Respectfully submitted this 1st day of September, 2021.

/s/ Aimee M. Smith
Aimee M. Smith
8330 Century Park Court
San Diego, CA 92123
Phone: (858) 654-1644
Fax: (619) 699-5027
E-mail: amsmith@sdge.com

Attorney for
SAN DIEGO GAS & ELECTRIC COMPANY

VERIFICATION

Estela de Llanos declares the following:

I am an officer of San Diego Gas & Electric Company (“SDG&E”) and am authorized to make this verification on behalf of SDG&E. I am informed and believe that the matters stated in the foregoing **SEPTEMBER 2021 INTEGRATED RESOURCE PLAN COMPLIANCE FILING OF SAN DIEGO GAS & ELECTRIC COMPANY** are true to my own knowledge, except as to matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed this 1st day of September 2021 at San Diego, California

By: /s/ Estela de Llanos

Estela de Llanos
Vice President of Energy Procurement and
Sustainability
SAN DIEGO GAS & ELECTRIC COMPANY

Attachment A

Resource Data Template

Due to the large size of this attachment, the document will be provided to Energy Division staff through the Commission's FTP site.

Attachment B

Supporting Documentation

- Attachment B: Supporting Documentation
- Attachment B 1: Crosswalk Cover Page
- Attachment B 2: SDG&E BCE Los Alamitos Deliverability Allocation (Redacted)
- Attachment B 3: SDG&E BCE Los Alamitos WDT1582 BCE Los Alamitos 1 GIA and DSA – 03262021 Fully Executed (Redacted)
- Attachment B 4: SDG&E BCE Los Alamitos WDT1583 BCE Los Alamitos 2 GIA and DSA – 03302021 Fully Executed (Redacted)
- Attachment B 5: SDG&E Fluence Energy Kearny 252 SGIA
- Attachment B 6: SDG&E Hecate Grid E&P Ortega SCE Fully Executed 2021.05.18
- Attachment B 7: SDG&E Johanna Energy Center 2019-04-04 Johanna Grant Deed Mass APNs 52 & 74
- Attachment B 8: SDG&E Johanna Energy Center WDT1396 WDT1483 Santa Ana Storage GIA 20210625 Redacted
- Attachment B 9: SDG&E Sentinel Energy Center Effective Flexible Capacity List – 2021
- Attachment B 10: SDG&E Sentinel Energy Center Net Qualifying Capacity List – 2021
- Attachment B 11: SDG&E Vista Energy Storage Net Qualifying Capacity List – 2021 8-23-2021
- Attachment B 12: SDG&E Vista Energy Storage Q1061 Q1294 Vista ESS LGIA
- Attachment B 13: SDG&E Vista Energy Storage VIST Generator RDT Version 14 06.28.2021
- Attachment B 14: SDG&E Vista Energy Storage Vista Site Control Energy Storage Grant Deed

Attachment B 15: SDG&E Hecate Grid Ortega Grid Construction Schedule
CONFIDENTIAL

Attachment B 16: SDG&E Hecate Grid Ortega Grid Recorded Memorandum of
Option C03172021A Ortega 2021.03.17 **CONFIDENTIAL**

Attachment B 17: SDG&E Johana Energy Center 2021-06-01 Tesla SASP II Full
Notice to Proceed **CONFIDENTIAL**

Attachment B 18: SDG&E Valley Center Supplemental FM Notice VC2 2021-08-
25 **CONFIDENTIAL**

Attachment B 19: SDG&E Valley Center DHL Letter re Valley Center Inverter
Delays **CONFIDENTIAL**

Attachment B 20: SDG&E Vista Energy Storage 17 NGR1859 PTO COD
Approval Ver1 **CONFIDENTIAL**

Attachment B 21: SDG&E Vista Energy Storage Final Completion 3.1.21
CONFIDENTIAL

Attachment B 22: SDG&E Vista Energy Storage LLC Certificate of Occupancy
20200225 **CONFIDENTIAL**

Attachment B 1

Crosswalk Cover Page

Document Name	Resource Name	Milestone Requirement	Tranche	Location	Notes
SDG&E_Fluence Energy_Kearny 252 SGIA.pdf	Kearny Battery Energy Storage	Milestone 1 - signed SGIA	Tranche 1	Attachment B5	This was submitted in the February 1 Compliance filing but there was a minor typographical change so this is the most current SGIA.
SDG&E_Sentinel Energy Center_NetQualifyingCapacityList-2021.xlsx	Sentinel Energy Center, LLC	Milestone 3 - copy of the CAISO's final 2021 NQC	Tranche 1	Attachment B10	File shows increase in capacity. Highlighted in red the increased months with Units 4, 6, 7 and 8 showing the increases starting in April 2021 and Units 1, 2, 3 and 5 showing the increases starting in May 2021.
SDG&E_Sentinel Energy Center_EffectiveFlexibleCapacityList-2021.xlsx	Sentinel Energy Center, LLC	Milestone 3 - copy of the CAISO's final 2021 EFC file	Tranche 1	Attachment B9	File shows increase in capacity. Highlighted in red the increased months with Units 4, 6, 7 and 8 showing the increases starting in April 2021 and Units 1, 2, 3 and 5 showing the increases starting in May 2021.
SDG&E_Vista Energy Storage_Q1061_Q1294_Vista ESS LGIA.docx.pdf	Vista Energy Storage, LLC	Milestone 1 - signed LGIA Q1061 & Q1294	Tranche 1	Attachment B12	
SDG&E_Vista Energy Storage_Vista Site Control Energy Storage Grant Deed.pdf	Vista Energy Storage, LLC	Milestone 1 - Vista Site Control Grant Deed	Tranche 1	Attachment B14	
SDG&E_Vista Energy Storage_final completion - 3.1.21.pdf	Vista Energy Storage, LLC	Milestone 2 - Final Completion Certificate	Tranche 1	Attachment B21	
SDG&E_Vista Energy Storage-LLC_Certificate of Occupancy_20200225.pdf	Vista Energy Storage, LLC	Milestone 2 - Occupancy Certificate and Permit Final	Tranche 1	Attachment B22	
SDG&E_Vista Energy Storage_17NGR1859 PTO COD Approval Ver1.pdf	Vista Energy Storage, LLC	Milestone 3 - evidence of online status and commercial operation- PTO COD approval notice	Tranche 1	Attachment B20	
SDG&E_Vista Energy Storage_NetQualifyingCapacityList-2021 8-23-2021.xlsx	Vista Energy Storage, LLC	Milestone 3 - evidence of online status highlighted master file with NQC VSTAES 6 VESBT1 CAISO 2021 NQC list VSTAES 6 VESBT1	Tranche 1	Attachment B11	
SDG&E_Vista Energy Storage_VIST_Generator RDT Version 14 06.28.2021.xlsx	Vista Energy Storage, LLC	Milestone 3 - evidence of online status highlighted master file with NQC VSTAES 6 VESBT1 CAISO 2021 NQC list VSTAES 6 VESBT1	Tranche 1	Attachment B13	
SDG&E_Hecate Grid_Ortega Grid_E&PA_Ortega_SCE_Fully Executed_2021.05.18.pdf	Hecate Grid, LLC	Milestone 1 - fully executed Engineering & Procurement Agreement with SCE	Tranche 2	Attachment B6	The Project does not have a signed Interconnection Agreement, but does have a fully executed Engineering and Procurement Agreement with SCE in order to initiate and accelerate work prior to the Interconnection Agreement being signed.
SDG&E_Hecate Grid_Ortega Grid_Recorded Memorandum of Option_C03172021A_Ortega_2021.03.17.pdf	Hecate Grid, LLC	Milestone 1- site control with recorded Option for Easement (Memorandum)	Tranche 2	Attachment B16	The Project has a recorded Option for Easement
SDG&E_Hecate Grid_Ortega Grid_Construction Schedule.pdf	Hecate Grid, LLC	Milestone 2 - latest update on construction milestones.	Tranche 2	Attachment B15	Hecate Grid has negotiated a full turnkey EPC contract, which is currently in the internal approval process.
	Hecate Grid, LLC	Milestone 3 -perceive possible for delay.	Tranche 2		There is a potential for delays due to the interconnection schedule, however, Hecate has not contemplated a remediation plan. Hecate continues to work with SCE to advance the interconnection timeline
SDG&E_Johanna Energy Center_2021-06-01 Tesla SASP II Full Notice to Proceed.pdf	Johanna Energy Center, LLC	Milestone 2 - Full Notice To Proceed transmittal to EPC contractor	Tranche 2	Attachment B17	Full Notice To Proceed transmittal to our EPC contractor
SDG&E_Valley Center_DHL Letter re Valley Center Inverter Delays.pdf	Valley Center Storage I, LLC & Valley Center Storage II, LLC	Milestone 3 - Force Majeure extends the COD to 10/14/2021	Tranche 2	Attachment B19	
SDG&E_Valley Center Supplemental FM Notice VC_2021-08-25.pdf	Valley Center Storage I, LLC & Valley Center Storage II, LLC	Milestone 3 - Supplemental DHL Solar Inverter Delivery Delays	Tranche 2	Attachment B18	
SDG&E_BCE Los Alamitos_WDT1583 BCE Los Alamitos 2 GIA and DSA - 03302021 - Fully Executed_Redacted.pdf	BCE Los Alamitos, LLC	Milestone 1 - Generator Interconnection Agreement for BCE Los Alamitos 2	Tranche 2	Attachment B4	BCE expects to have an executed land lease no later than November 30, 2021. Pursuant to a competitive RFP, the Army chose BCE to develop the Project at the JFTB Los Alamitos Airfield. It is Army protocol to complete the federal National Environmental Policy Act review as a predecessor to execution of a long-term site lease. On July 26, 2021 the Army released the draft Environmental Assessment and Finding of No Significant Impact for public review and comment, the period for which closed on August 24, 2021.
SDG&E_BCE Los Alamitos_WDT1582 BCE Los Alamitos 1 GIA and DSA - 03262021 - Fully Executed_Redacted.pdf	BCE Los Alamitos, LLC	Milestone 1 - Generator Interconnection Agreement for BCE Los Alamitos 1	Tranche 2	Attachment B3	BCE expects to have an executed land lease no later than November 30, 2021. Pursuant to a competitive RFP, the Army chose BCE to develop the Project at the JFTB Los Alamitos Airfield. It is Army protocol to complete the federal National Environmental Policy Act review as a predecessor to execution of a long-term site lease. On July 26, 2021 the Army released the draft Environmental Assessment and Finding of No Significant Impact for public review and comment, the period for which closed on August 24, 2021.
SDG&E_BCE Los Alamitos_Deliverability Allocation_Redacted.pdf	BCE Los Alamitos, LLC	Milestone 1 - CAISO email letters supporting Full Capacity Deliverability Status for the two solar and storage facilities comprising the Los Alamitos project.	Tranche 2	Attachment B2	
SDG&E_Johanna Energy Center_WDT1396 WDT1483 Santa Ana Storage GIA_20210625_Redacted.pdf	Johanna Energy Center, LLC	Milestone 1 - signed Interconnection Agreement	Tranche 2	Attachment B8	Interconnection Agreement
SDG&E_Johanna Energy Center_2019-04-04_Johanna_Grant Deed_Maas_APNs 52 & 74.pdf	Johanna Energy Center, LLC	Milestone 1 - signed Grant Deed	Tranche 2	Attachment B7	Interconnection Agreement and Grant Deed

Attachment B 2

SDG&E BCE Los Alamitos Deliverability Allocation (Redacted)

From: [Keith Ban](#)
To: [Johnson, Kevin - Bright Canyon Energy](#)
Cc: [Grid Interconnections; Customer Interconnections](#)
Subject: ACTION REQUIRED: QC11-WDT1582 BCE Los Alamitos 1-WDT1583 BCE Los Alamitos 2 [REDACTED] -TP Deliverability Allocation Results
Date: Sunday, March 14, 2021 2:58:17 PM

CAUTION
CAUTION
CAUTION

This e-mail is from an **EXTERNAL** address (prvs=7000e2de=Keith.Ban@sce.com). **DO NOT** click on links or open attachments unless you trust the sender and know the content is safe. If you suspect this message to be phishing, please report it to the APS Cyber Defense Center at ACDC@aps.com.

Hello Kevin,

The TP Deliverability allocation process for 2021 has been completed. The subject projects received the following allocation:

Project	WDT1582 BCE Los Alamitos 1
Project Net MWs	10.0 MW
Requested Deliverability	FCDS
TP Deliverability allocation %	100%

Project	WDT1583 BCE Los Alamitos 2
Project Net MWs	10.0 MW
Requested Deliverability	FCDS
TP Deliverability allocation %	100%

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

IMPORTANT: CAISO Tariff Appendix DD, Section 8.9.8 requires that you complete and return the *Deliverability – IC Options* document to SCE (me – Keith.Ban@sce.com) and cc Grid.Interconnections@sce.com within 7 calendar days of this notification/e-mail, no later than **3/21/2021**.

The options form is available here: <http://www.caiso.com/Documents/DeliverabilityAllocationCustomerOptionsForm.doc>

Please let me know if you have any questions. Thank you, Kevin.

Keith J. Ban
 Southern California Edison Company
 Transmission and Distribution Business Unit
 Grid Interconnection and Contract Development
 2244 Walnut Grove Avenue
 Rosemead, CA 91770
 Quad 4C 466L, G.O.1
 Telephone: 626-302-3178/Pax: 23178
 Email: keith.ban@sce.com

Attachment B 3

SDG&E BCE Los Alamitos WDT1582 BCE Los Alamitos 1 GIA and DSA –
03262021 Fully Executed (Redacted)

Southern California Edison Company
Tariff Title: Wholesale Distribution Access Tariff
Tariff Record Title: Service Agreement No. 1139

FERC FPA Electric Tariff

**GENERATOR INTERCONNECTION AGREEMENT (GIA)
FOR A GENERATING FACILITY
INTERCONNECTING UNDER THE CLUSTER STUDY PROCESS
(Applicable for Queue Cluster 5 and Subsequent Queue Clusters)**

BETWEEN

BRIGHT CANYON ENERGY CORPORATION

AND

SOUTHERN CALIFORNIA EDISON COMPANY

PROJECT: BCE LOS ALAMITOS 1 (SCE WDT1582)

Contract Effective Date: xx/xx/xx
905.1139.0
WDT1582

Tariff Record Proposed Effective Date: xx/xx/xx
Version Number: 0.0.0
Option Code: A

TABLE OF CONTENTS

Page No.

Recitals..... 7

Article 1. Definitions..... 7

Article 2. Effective Date, Term, and Termination..... 21

 2.1 Effective Date..... 21

 2.2 Term of Agreement 21

 2.3 Termination Procedures 21

 2.3.1 Written Notice..... 21

 2.3.2 Default..... 21

 2.3.3 Suspension of Work..... 21

 2.4 Termination Costs 21

 2.5 Disconnection..... 22

 2.6 Survival 23

Article 3. Regulatory Filings..... 23

 3.1 Filing 23

Article 4. Scope of Service..... 23

 4.1 Interconnection Service..... 23

 4.1.1 Distribution Service Implications 23

 4.1.2 Transmission Service Implications 23

 4.2 Provision of Service 24

 4.3 Performance Standards..... 24

 4.4 No Distribution Service or Transmission Service..... 24

 4.5 Interconnection Customer Provided Services 24

 4.6 TP Deliverability 24

Article 5. Interconnection Facilities Engineering, Procurement, and Construction..... 24

 5.1 Options 24

 5.1.1 Standard Option 25

 5.1.2 Alternate Option..... 25

 5.1.3 Option to Build 25

 5.1.4 Negotiated Option..... 26

 5.1.5 Merchant Option 26

 5.2 General Conditions Applicable to Option to Build..... 26

 5.3 Liquidated Damages..... 27

 5.4 Power System Stabilizers..... 28

 5.5 Equipment Procurement..... 29

 5.6 Construction Commencement 29

 5.7 Work Progress 29

 5.8 Information Exchange 30

 5.9 Limited Operation 30

 5.10 Interconnection Customer’s Interconnection Facilities ('ICIF')..... 30

 5.10.1 Interconnection Customer’s Interconnection Facility Specifications 30

 5.10.2 Distribution Provider’s Review 30

 5.10.3 ICIF Construction 31

5.10.4 Interconnection Customer to Meet Requirements of the Distribution Provider’s Interconnection Handbook 31

5.11 Distribution Provider's Interconnection Facilities Construction 31

5.12 Access Rights 31

5.13 Lands of Other Property Owners 32

5.14 Permits..... 32

5.15 Early Construction of Base Case Facilities 32

5.16 Suspension..... 32

5.17 Taxes. 34

 5.17.1 Interconnection Customer Payments Not Taxable 34

 5.17.2 Representations and Covenants 34

 5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Distribution Provider 34

 5.17.4 Tax Gross-Up Amount..... 35

 5.17.5 Private Letter Ruling or Change or Clarification of Law 36

 5.17.6 Subsequent Taxable Events 36

 5.17.7 Contests..... 36

 5.17.8 Refund..... 37

 5.17.9 Taxes Other Than Income Taxes 38

 5.17.10 Distribution Owners Who Are Not Distribution Providers..... 38

5.18 Tax Status 39

5.19 Modification. 39

 5.19.1 General..... 39

 5.19.2 Standards..... 39

 5.19.3 Modification Costs..... 39

 5.19.4 Permitted Reductions in Output Capacity (MW Generating Capacity) of the Generating Facility..... 40

5.20 Annual Reassessment Process..... 41

Article 6. Testing and Inspection..... 41

 6.1 Pre-Commercial Operation Date Testing and Modifications..... 41

 6.2 Post-Commercial Operation Date Testing and Modifications 42

 6.3 Right to Observe Testing..... 42

 6.4 Right to Inspect 42

Article 7. Metering..... 42

 7.1 General 42

 7.2 Check Meters..... 42

 7.3 Distribution Provider Retail Metering 43

Article 8. Communications 43

 8.1 Interconnection Customer Obligations..... 43

 8.2 Remote Terminal Unit..... 43

 8.3 No Annexation 44

Article 9. Operations 44

 9.1 General 44

 9.2 Control Area Notification..... 44

 9.3 Distribution Provider Obligations 44

 9.4 Interconnection Customer Obligations..... 44

9.5 Start-Up and Synchronization 44

9.6 Reactive Power and Primary Frequency Response..... 45

 9.6.1 Power Factor Design Criteria..... 45

 9.6.1.1 Synchronous Generation..... 45

 9.6.1.2 Non-Synchronous Generation..... 45

 9.6.2 Voltage Schedules..... 45

 9.6.2.1 Voltage Regulators 46

 9.6.3 Payment for Reactive Power..... 46

 9.6.4 Primary Frequency Response 46

 9.6.4.1 Governor or Equivalent Controls..... 47

 9.6.4.2 Timely and Sustained Response 48

 9.6.4.3 Exemptions 48

 9.6.4.4 Electric Storage Resources 48

9.7 Outages and Interruptions. 49

 9.7.1 Outages. 49

 9.7.1.1 Outage Authority and Coordination 49

 9.7.1.2 Outage Schedules 49

 9.7.1.3 Outage Restoration 50

 9.7.2 Interruption of Service 50

 9.7.3 Frequency and Voltage Ride Through..... 51

 9.7.4 System Protection and Other Control Requirements..... 51

 9.7.4.1 System Protection Facilities 51

 9.7.5 Requirements for Protection 52

 9.7.6 Power Quality 53

9.8 Switching and Tagging Rules 53

9.9 Use of Interconnection Facilities by Third Parties..... 53

 9.9.1 Purpose of Interconnection Facilities..... 53

 9.9.2 Third Party Users 53

9.10 Disturbance Analysis Data Exchange 53

Article 10. Maintenance 54

 10.1 Distribution Provider Obligations 54

 10.2 Interconnection Customer Obligations..... 54

 10.3 Coordination..... 54

 10.4 Secondary Systems..... 54

 10.5 Operating and Maintenance Expenses 54

Article 11. Performance Obligation 54

 11.1 Interconnection Customer Interconnection Facilities 54

 11.2 Distribution Provider's Interconnection Facilities..... 54

 11.3 Network Upgrades and Distribution Upgrades 55

 11.3.1 Distribution Upgrades 55

 11.3.2 Reliability Network Upgrades 55

 11.3.3 Local Delivery Network Upgrades 55

 11.3.4 Area Delivery Network Upgrades 56

 11.4 Transmission Credits..... 56

 11.4.1 Repayment of Amounts Advanced for Network Upgrades 56

11.4.2 Special Provisions for Affected Systems 58

11.5 Provision of Interconnection Financial Security 59

11.6 Interconnection Financial Security and Financial Obligations Relating to Distribution
Upgrades for Firm Charging Distribution Service 59

11.6.1 Interconnection Customer Financing Higher-of Facilities for Firm Charging
Distribution Service..... 59

11.6.2 Interconnection Customer Up-Front Financing for Distribution Upgrades for Firm
Charging Distribution Service..... 59

Article 12. Invoice 59

12.1 General 60

12.2 Final Invoice..... 60

12.3 Payment..... 60

12.4 Disputes..... 60

Article 13. Emergencies..... 60

13.1 Definition 60

13.2 Obligations 61

13.3 Notice 61

13.4 Immediate Action..... 61

13.5 Distribution Provider Authority. 61

13.5.1 General..... 61

13.5.2 Reduction and Disconnection 62

13.6 Interconnection Customer Authority..... 62

13.7 Limited Liability 62

Article 14. Regulatory Requirements and Governing Law 63

14.1 Regulatory Requirements..... 63

14.2 Governing Law..... 63

Article 15. Notices..... 63

15.1 General 63

15.2 Billings and Payments..... 63

15.3 Alternative Forms of Notice..... 63

15.4 Operations and Maintenance Notice 64

Article 16. Uncontrollable Force 64

16.1 Uncontrollable Force..... 64

Article 17. Default..... 64

17.1 Default..... 64

17.1.1 General..... 64

17.1.2 Right to Terminate 64

Article 18. Indemnity, Consequential Damages and Insurance 65

18.1 Indemnity 65

18.1.1 Indemnified Person 65

18.1.2 Indemnifying Party 65

18.1.3 Indemnity Procedures 65

18.2 Consequential Damages 66

18.3 Insurance 66

Article 19. Assignment..... 69

19.1 Assignment..... 69

Article 20. Severability 70
20.1 Severability..... 70

Article 21. Comparability 70
21.1 Comparability..... 70

Article 22. Confidentiality..... 70
22.1 Confidentiality..... 70
22.1.1 Term..... 70
22.1.2 Scope..... 70
22.1.3 Release of Confidential Information..... 71
22.1.4 Rights 71
22.1.5 No Warranties 71
22.1.6 Standard of Care 71
22.1.7 Order of Disclosure..... 72
22.1.8 Termination of Agreement..... 72
22.1.9 Remedies..... 72
22.1.10 Disclosure to FERC, its Staff, or a State 72

Article 23. Environmental Releases 73

Article 24. Information Requirements..... 73
24.1 Information Acquisition 73
24.2 Information Submission by Distribution Provider..... 74
24.3 Updated Information Submission by Interconnection Customer..... 74
24.4 Information Supplementation..... 74

Article 25. Information Access and Audit Rights 75
25.1 Information Access 75
25.2 Reporting of Non-Uncontrollable Force Events 75
25.3 Audit Rights 75
25.4 Audit Rights Periods. 76
25.4.1 Audit Rights Period for Construction-Related Accounts and Records..... 76
25.4.2 Audit Rights Period for All Other Accounts and Records..... 76
25.5 Audit Results..... 76

Article 26. Subcontractors 76
26.1 General 76
26.2 Responsibility of Principal 76
26.3 No Limitation by Insurance..... 77

Article 27. Disputes..... 77
27.1 Submission 77
27.2 External Arbitration Procedures..... 77
27.3 Arbitration Decisions 77
27.4 Costs..... 78

Article 28. Representations, Warranties, and Covenants 78
28.1 General. 78
28.1.1 Good Standing 78
28.1.2 Authority 78
28.1.3 No Conflict..... 78
28.1.4 Consent and Approval..... 78

Article 29. [Reserved] 78

Article 30. Miscellaneous.....	78
30.1 Binding Effect	79
30.2 Conflicts	79
30.3 Rules of Interpretation.....	79
30.4 Entire Agreement	79
30.5 No Third Party Beneficiaries.....	79
30.6 Waiver	80
30.7 Headings.....	80
30.8 Multiple Counterparts	80
30.9 Amendment	80
30.10 Modification by the Parties.....	80
30.11 Reservation of Rights	80
30.12 No Partnership	80

Appendix A – Description of Interconnection Facilities, Network Upgrades, Distribution Upgrades, Costs, and Financial Security for Interconnection Service and Charging Distribution Service

Appendix B – Milestones

Appendix C – Interconnection Details

Appendix D – Security Arrangements Details

Appendix E – Commercial Operation Date

Appendix F – Addresses for Delivery of Notices and Billings

Appendix G – Interconnection Customer’s Share of Costs of Network Upgrades for Applicable Project Group

GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT (“GIA” or “Agreement”) is made and entered into _____, by and between Bright Canyon Energy Corporation, a corporation organized and existing under the laws of the State of Delaware (“Interconnection Customer” with a Generating Facility), and Southern California Edison Company, a corporation organized and existing under the laws of the State of California (“Distribution Provider and/or Distribution Owner”). Interconnection Customer and Distribution Provider each may be referred to as a “Party” or collectively as the “Parties.”

Recitals

WHEREAS, Distribution Provider operates the Distribution System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Distribution Provider have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Distribution System;

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

When used in this Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Tariff.

Article 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 Distribution Provider’s Distribution 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 Distribution Provider's Distribution System in accordance with Good Utility Practice.

Annual Tax Security Reassessment shall mean the annual reassessment of the current tax liability in accordance with the directives of FERC Orders 2003-A and 2003-B associated with Article 5.17.4 of the GIA which will commence the first year after Interconnection Customer's in-service date.

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 reliability council applicable to the Distribution 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 Control Area of the Distribution System to which the Generating Facility is directly interconnected, including the requirements pursuant to Section 215 of the Federal Power Act.

Area Deliverability Constraint shall mean a Transmission System operating limit that either (a) would constrain the deliverability of a substantial number of generators if the ISO were to assign Full Capacity Deliverability Status or Partial Capacity Deliverability Status to additional generating facilities in one or more specified geographic or electrical areas of the ISO Grid in a total amount that is greater than the TP Deliverability for those areas; (b) constrains a quantity of generation in a local area of the grid that is larger than the generation amount identified in the applicable transmission planning process portfolio for the entire portfolio area; or (c) constrains all or most of the same generation already constrained by a previously identified Area Deliverability Constraint.

Area Delivery Network Upgrades shall mean a transmission upgrade or addition identified by the ISO to relieve an Area Deliverability Constraint.

Area Delivery Network Upgrades Cost shall mean the Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Area Delivery Network Upgrades constructed and owned by the Distribution Provider. The Area Delivery Network Upgrades Cost is provided in Section 5 of Appendix A to the GIA.

As-Available Charging Distribution Service shall mean the Distribution Service provided under a Service Agreement for Wholesale Distribution Service, subject to available capacity on the Distribution System, as may be adjusted in the future by factors such as changes in load, Resources, and Firm Charging Distribution Service, or modifications to the Distribution System, and any operating conditions and/or limitations as may be set forth in the Service

Agreement for Wholesale Distribution Service, and is subject to Curtailment in accordance with Section 12.7.3 of the Tariff.

Base Case shall mean data including, but not limited to, base power flow, short circuit, and stability data bases, underlying load, generation, and transmission facility assumptions, contingency lists, including relevant special protection systems, and transmission diagrams used to perform Phase I Interconnection and Phase II Interconnection Studies. The Base Case may include Critical Energy Infrastructure Information (as that term is defined by FERC). The Base Case shall include transmission facilities as approved by the Distribution Provider or ISO, as applicable, and Distribution Upgrades and Network Upgrades associated with generating facilities in (iv) below and generating facilities that (i) are directly interconnected to the Distribution System or ISO Grid; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending request to interconnect to the Distribution System or an Affected System; or (iv) are not interconnected to the Distribution System or ISO Grid, but are subject to a fully executed generator interconnection agreement (or its equivalent predecessor agreement) or for which an unexecuted generator interconnection agreement (or its equivalent predecessor agreement) has been requested to be filed with FERC.

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

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

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

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

Charging Capacity shall mean the load associated with the storage component of a Generating Facility charged from the Distribution System that is used for later redelivery of the associated energy, net of Resource losses, to the Distribution System. Charging Capacity does not include load that is subject to the Distribution Provider's retail tariff.

Charging Distribution Service shall mean Firm Charging Distribution Service and As-Available Charging Distribution Service.

Cluster Application Window shall mean a period of time specified by the Distribution Provider in which Interconnection Requests will be accepted for processing under the Cluster Study Process as set forth in Section 4.1 of the GIP.

Cluster Study Process shall mean the interconnection study process set forth in GIP Section 4.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale or has commenced storing electrical energy for later resale, excluding electrical energy generated or stored during Trial Operation.

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

Confidential Information shall mean 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.

Construction Activities shall mean actions by the Distribution Provider that result in irrevocable financial commitments for the purchase of major electrical equipment or land for Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer that occur after receipt of the appropriate governmental approvals needed for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Contract Demand shall mean the quantity of Charging Capacity of a Generating Facility that includes storage as set forth in the Service Agreement for Wholesale Distribution Service.

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

Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities shall have the meaning assigned to it in Attachment J of the Tariff. The currently effective Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities is as provided in Attachment J of the Tariff.

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

Delivery Network Upgrades shall mean the transmission facilities at or beyond the point where the Distribution Provider's Distribution System interconnects to the ISO Grid, other than Reliability Network Upgrades, identified in the Interconnection Studies to relieve constraints on the ISO Grid. Delivery Network Upgrades may be further classified as Local Delivery Network Upgrades or Area Delivery Network Upgrades.

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 Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the GIA to the extent necessary.

Distribution Provider shall mean the public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Distribution 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. Distribution Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Distribution Service shall mean the wholesale distribution service provided under the Tariff, including Charging Distribution Service.

Distribution System shall mean those non-ISO transmission and distribution facilities owned, controlled and operated by the Distribution Provider that are used to provide Distribution Service under the Tariff, which facilities and equipment are 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 the Distribution 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.

Distribution Upgrades Charge shall mean the monthly charge to the Interconnection Customer to recover the revenue requirements for the Distribution Provider's Distribution Upgrades, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the Distribution Upgrades Cost. The Distribution Upgrades Charge is provided in Section 5 of Appendix A to the GIA.

Distribution Upgrades Completion Date shall mean the date upon which the construction of the Distribution Upgrades is complete and such facilities are successfully tested and ready for service.

Distribution Upgrades Cost shall mean the Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades. The Distribution Upgrades Cost is provided in Section 5 of Appendix A to the GIA.

Effective Date shall mean the date on which the GIA becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Electric Generating Unit shall mean an individual electric generator or storage device and its associated plant and apparatus whose electrical output is capable of being separately identified and metered.

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 Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Distribution Provider's Distribution System, Distribution Provider's Interconnection Facilities or the electric systems of others to which the Distribution Provider's Distribution 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 the Distribution 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 and 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 (Commission) or its successor.

Firm Charging Distribution Service shall mean the Distribution Service provided under a Service Agreement for Wholesale Distribution Service which is planned for and has a Curtailment priority set forth in Section 12.7.4 of the Tariff.

Full Capacity Deliverability Status entitles a Generating Facility interconnected with the Distribution System to a Net Qualifying Capacity (as defined in the ISO Tariff) amount on the ISO Grid that could be as large as its Qualifying Capacity (as defined in the ISO Tariff) and may be less pursuant to the assessment of its Net Qualifying Capacity by the ISO.

Generating Facility shall mean Interconnection Customer's Electric Generating Unit(s) used for the production and/or storage for later injection of electricity identified in the

Interconnection Request, but shall not include the 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 Electric Generating Units.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Generating Facility processed pursuant to the Cluster Study Process of the Generator Interconnection Procedures, a *pro forma* version of which is set forth in Appendix 5 to the GIP.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility set forth in Attachment I of the Distribution Provider's Tariff.

Generator Interconnection Study Process Agreement shall mean the agreement between the Distribution Customer and the Interconnection Customer for conducting the Interconnection Studies for a proposed Generating Facility under the Cluster Study Process, a *pro forma* version of which is set forth in Appendix 3 of the GIP.

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, Distribution Provider, or any Affiliate thereof.

Group Study shall mean the process whereby more than one Interconnection Request are studied together, instead of individually, for the purpose of conducting one or more of the Interconnection Studies or analyses therein.

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.

Higher of Facilities shall mean the Distribution System Upgrades identified pursuant to Attachment K to the Tariff and identified in Appendix A of the GIA as being the cost responsibility of a Firm Charging Distribution Service customer under the higher-of pricing test.

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 the Interconnection Customer reasonably expects it will be ready to begin use of the Distribution Provider's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including the Distribution Provider, Distribution Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Distribution Provider's Distribution 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 Distribution Provider's Distribution System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Distribution Provider's Interconnection Facilities and the 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 Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Charge shall mean the monthly charge to the Interconnection Customer to recover the revenue requirements for the Distribution Provider's Interconnection Facilities, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Section 5 of Appendix A to the GIA.

Interconnection Facilities Completion Date shall mean the date upon which the construction of the Distribution Provider's Interconnection Facilities is complete and such facilities are successfully tested and ready for service.

Interconnection Facilities Cost shall mean all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering,

procurement, construction and installation of the Distribution Provider's Interconnection Facilities. The Interconnection Facilities Cost is provided in Section 5 of Appendix A to the GIA.

Interconnection Financial Security shall have the meaning assigned to it in the GIP. Interconnection Financial Security includes any financial security required for a request for Firm Charging Distribution Service.

Interconnection Handbook shall mean a handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. Distribution Provider's standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

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 Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Distribution Provider's Distribution System.

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

Interconnection Study shall mean any of the following studies: the Phase I Interconnection Study and the Phase II Interconnection Study described in Section 4.5 and Section 4.6 of the GIP.

Interconnection Study Cycle shall mean all requirements, actions, and respective obligations of the Distribution Provider and Interconnection Customer under the GIP applicable to an Interconnection Request submitted in a particular Cluster Application Window through execution by the parties of a GIA, or submission to FERC by Distribution Provider of an unexecuted GIA pursuant to Section 9 of the GIP.

IRS shall mean the Internal Revenue Service.

ISO shall mean the California Independent System Operator Corporation, a state-chartered, nonprofit, corporation that controls certain transmission facilities of all Participating Transmission Owners and dispatches certain generating units and loads.

ISO Grid shall mean the system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the ISO's operational control.

ISO Tariff shall mean the California Independent System Operator Corporation Operating Agreement and Tariff, dated March 31, 1997, as it may be modified from time to time, and accepted by the FERC.

ISO's Generator Interconnection Procedures (ISO Tariff GIP) shall mean the procedures included in Appendix Y of the ISO Tariff to interconnect a Generating Facility directly to the ISO Grid, as such procedures may be modified from time to time, and accepted by the Commission.

ITCC (Income Tax Component of Contribution) shall have the meaning assigned to it in Attachment J of the Tariff.

Local Deliverability Constraint shall mean a Transmission System operating limit that would be exceeded if the ISO were to assign Full Capacity Deliverability Status or Partial Capacity Deliverability Status to one or more additional generating facilities interconnecting to the ISO Grid in a specific local area, and that is not an Area Deliverability Constraint.

Local Delivery Network Upgrades shall mean a transmission upgrade or addition identified by the ISO to relieve a Local Deliverability Constraint.

Local Delivery Network Upgrades Cost shall mean the Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Local Delivery Network Upgrades constructed and owned by the Distribution Provider. The Local Delivery Network Upgrades Cost is provided in Section 5 of Appendix A to the GIA.

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 Party.

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 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 Upgrades shall mean Delivery Network Upgrades and Reliability Network Upgrades.

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.

Off-Peak Deliverability Assessment shall mean the technical study performed under Section 4.5.4.2.2 of the GIP.

On-Peak Deliverability Assessment shall mean the technical study performed under Section 4.5.4.2.1 of the GIP.

One-Time Cost shall mean all costs determined by the Distribution Provider to be associated with the installation of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, Reliability Network Upgrades, or Delivery Network Upgrades which are not capitalized. The One-Time Cost is provided in Section 5 of Appendix A to the GIA.

Operational Control shall mean the rights of the ISO under the Transmission Control Agreement and the ISO Tariff to direct the parties to the Transmission Control Agreement how to operate their transmission lines and facilities and other electric plant affecting the reliability of those lines and facilities for the purpose of affording comparable non-discriminatory transmission access and meeting applicable reliability criteria.

Option (A) Generating Facility shall mean a Generating Facility for which the Interconnection Customer has selected Option (A) as the deliverability option under GIP Section 4.6.2.

Option (B) Generating Facility shall mean a Generating Facility for which the Interconnection Customer has selected Option (B) as the deliverability option under GIP Section 4.6.2.

Partial Capacity Deliverability Status entitles a Generating Facility interconnected with the Distribution System to a Net Qualifying Capacity (as defined in the ISO Tariff) amount on the ISO Grid that cannot be larger than a specified amount of its Qualifying Capacity (as defined in the ISO Tariff), and may be less pursuant to the assessment of its Net Qualifying Capacity by the ISO.

Participating Transmission Owner shall mean an entity which (i) owns, operates, and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (ii) has transferred to the ISO operational control of such facilities and/or entitlements to be made part of the ISO Grid.

Party or Parties shall mean Distribution Provider, Distribution Owner, Interconnection Customer or any combination of the above.

Phase I Interconnection Study shall mean an engineering study conducted by the Distribution Provider, that evaluates the impact of the proposed interconnection on the safety and reliability of the Distribution System, ISO Grid, and, if applicable, an Affected System. The portion of the study required to evaluate the impacts on the ISO Grid will be coordinated with the ISO and will be completed in a manner consistent with the ISO Tariff GIP. The study shall identify and detail the system impacts that would result if the Generating Facility(ies) were interconnected without identified project modifications or system modifications, as provided in the On-Peak Deliverability Assessment or Off-Peak Deliverability Assessment, and other potential impacts, including but not limited to those identified in the Scoping Meeting as described in the GIP. The study will also identify the approximate total costs of mitigating these impacts, along with an equitable allocation of those costs to Interconnection Customers for their individual Generating Facilities.

Phase II Interconnection Study shall mean an engineering and operational study conducted by the Distribution Provider to determine the Point of Interconnection and a list of facilities (including Distribution Provider's Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Stand Alone Network Upgrades), the estimated cost of those facilities, and the estimated time required to interconnect the Generating Facility(ies) with the Distribution System. The portion of the study required to evaluate the impacts on the ISO Grid will be coordinated with the ISO and will be completed in a manner consistent with the ISO Tariff GIP.

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

Point of Interconnection shall mean the point, as set forth in Appendix A to the GIA, where the Interconnection Facilities connect to the Distribution Provider's Distribution System.

Pre-Construction Activities shall mean the actions by the Distribution Provider, other than those required by an Engineering and Procurement Agreement under Section 8 of the GIP, undertaken prior to Construction Activities in order to prepare for the construction of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer, including, but not limited to, preliminary engineering, permitting activities, environmental analysis, or other activities specifically needed to obtain governmental approvals for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Queue Cluster shall mean a set of Interconnection Requests in an Interconnection Study Cycle processed pursuant to the Cluster Study Process.

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.

Reliability Network Upgrades shall mean the transmission facilities at or beyond the point where the Distribution Provider's Distribution System interconnects to the ISO Grid,

necessary to interconnect one or more Generating Facility(ies) safely and reliably to the ISO Grid, which would not have been necessary but for the interconnection of one or more Generating Facility(ies), including Network Upgrades necessary to remedy short circuit or stability problems, or thermal overloads. Reliability Network Upgrades shall only be deemed necessary for system operating limits, occurring under any system condition, which system operating limits cannot be adequately mitigated through the ISO's congestion management, operating procedures, or special protection systems based on the characteristics of the Generating Facilities included in the Interconnection Studies, limitations on market models, systems, or information, or other factors specifically identified in the Interconnection Studies. Reliability Network Upgrades also include, consistent with the Applicable Reliability Council's practice and Applicable Reliability Standards, the facilities necessary to mitigate any adverse impact the Generating Facility's interconnection may have on a path's Applicable Reliability Council rating.

Reliability Network Upgrades Cost shall mean the Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Reliability Network Upgrades. The Reliability Network Upgrades Cost is provided in Section 5 of Appendix A to the GIA.

Remedial Action Scheme (RAS) shall mean a scheme designed to detect predetermined system conditions and automatically take corrective actions that may include, but are not limited to, adjusting or tripping generation.

Results Meeting shall mean the meeting among the Distribution Provider, the Interconnection Customer, and, if applicable, the ISO and other Affected System operators to discuss the results of the Phase I Interconnection Study as set forth in Section 4.5.7 of the GIP.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer and Distribution Provider, and if applicable, the ISO, 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 Exclusivity shall mean documentation reasonably demonstrating: (1) For private land: (a) Ownership of, a leasehold interest in, or a right to develop property upon which the Generating Facility will be located consisting of a minimum of 50% of the acreage reasonably necessary to accommodate the Generating Facility; or (b) an option to purchase or acquire a leasehold interest in property upon which the Generating Facility will be located consisting of a minimum of 50% of the acreage reasonably necessary to accommodate the Generating Facility. (2) For Public land, including that controlled or managed by any federal, state or local agency, a final, non-appealable permit, license, or other right to use the property for the purpose of generating electric power and in acreage reasonably necessary to accommodate the Generating Facility, which exclusive right to use public land under the management of the federal Bureau of Land Management shall be in a form specified by the Bureau of Land Management.

Site Exclusivity Deposit shall mean the cash deposit provided to the Distribution Provider by Interconnection Customers under Section 4.2.1 of the GIP as an option in lieu of demonstrating Site Exclusivity for a valid Interconnection Request and treated in accordance with Section 4.2.1.2 of the GIP.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Distribution Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the GIA.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Distribution Provider's Distribution System, the ISO Grid, and Affected Systems 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 Distribution Provider's Distribution System, the ISO Grid or on other delivery systems or other generating systems to which the Distribution Provider's Distribution System and Transmission System is directly connected.

Tariff shall mean the Wholesale Distribution Access Tariff, the Distribution Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Tax Security shall mean the Interconnection Customer's provision of security with respect to the Interconnection Customer's tax indemnification obligations, provided in accordance with Article 5.17.3. The Tax Security is provided in Section 5 of Appendix A to the GIA.

TP Deliverability shall mean the capability, measured in MW, of the ISO Grid as modified by transmission upgrades and additions modeled or identified in the annual Transmission Plan to support the interconnection with Full Capacity Deliverability Status or Partial Capacity Deliverability Status of additional Generating Facilities in a specified geographic or electrical area of the ISO Grid.

Transmission Control Agreement shall mean ISO FERC Electric Tariff No. 7.

Transmission Plan shall mean the report prepared by the ISO on an annual basis pursuant to Section 24 of the ISO Tariff, which documents the outcome of the ISO's transmission planning process by which the ISO assesses the ISO Grid.

Transmission System shall mean those transmission facilities owned by the Distribution Provider that have been placed under the ISO's Operational Control and are part of the ISO Grid.

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.

Uncontrollable Force shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force event does not include acts of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.

Article 2. Effective Date, Term, and Termination

2.1 Effective Date. This GIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Distribution Provider shall promptly file this GIA with FERC upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of thirty-five (35) years from the Effective Date (term specified in individual agreements to be ten (10) years or such other longer period as the 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 Distribution Provider ninety (90) Calendar Days advance written notice, or by Distribution Provider notifying FERC 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 Suspension of Work. This GIA may be deemed terminated in accordance with Article 5.16.

2.3.4 Notwithstanding Articles 2.3.1 and 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this GIA, which notice has been accepted for filing by FERC, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4.

2.4 Termination Costs. If a Party elects to terminate this Agreement 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, that are the responsibility of the Terminating Party under this GIA. 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 ordered or approved by FERC:

2.4.1 With respect to any portion of Distribution Provider's Interconnection Facilities that have not yet been constructed or installed, Distribution 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 Distribution 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 Distribution Provider for any or all such costs of materials or equipment not taken by Interconnection Customer, Distribution Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Distribution Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this GIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Distribution Upgrades and Network Upgrades for which Distribution Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

2.4.2 Distribution 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 Distribution 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 Distribution 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

- 3.1 Filing.** Distribution 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 Distribution Provider with respect to such filing and to provide any information reasonably requested by Distribution Provider needed to comply with applicable regulatory requirements.

Article 4. Scope of Service

- 4.1 Interconnection Service.** Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Distribution System and be eligible to deliver power to the ISO Grid, or receive for the Charging Capacity, power from the ISO Grid using the capacity of the Distribution System. To the extent Interconnection Customer wants to receive Interconnection Service, Distribution Provider shall construct facilities identified in Appendices A and C that the Distribution Provider is responsible to construct.
- 4.1.1 Distribution Service Implications.** Interconnection Customer will be eligible to deliver power from the Generating Facility to Distribution Provider's Distribution System or receive power from the Distribution System for the Charging Capacity pursuant to the Tariff. The Interconnection Customer may not deliver or receive power over the Distribution Provider's Distribution System absent procuring Distribution Service. The Interconnection Customer must apply for Distribution Service pursuant to Section 15.2 of the Tariff and meet the conditions specified in Section 14 of the Tariff to be eligible for Distribution Service.
- 4.1.2 Transmission Service Implications.** Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver or receive power to or from the Generating Facility to any particular load or resource on the ISO Grid without incurring congestion costs. In the event of transmission constraints on the ISO Grid, Interconnection Customer's Generating Facility shall be subject to the applicable congestion management procedures in the ISO Tariff in the same manner as all other resources. The Interconnection Customer shall be solely responsible for completing all of the necessary

arrangements required under the ISO Tariff to be eligible to schedule the output and Charging Capacity of its resource.

- 4.2 Provision of Service.** Distribution Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.
- 4.3 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. If such Party is a Distribution Provider or Distribution Owner, then that Party shall amend the GIA and submit the amendment to FERC for approval.
- 4.4 No Distribution Service or Transmission Service.** The execution of this GIA does not entitle the Interconnection Customer to Distribution Service under the Tariff or transmission service under the ISO Tariff and does not convey any right to the Interconnection Customer to deliver electricity generated or stored for later injection using the Distribution System. An Interconnection Customer must execute a Service Agreement for Wholesale Distribution Service to obtain Distribution Service under the Tariff.
- 4.5 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this GIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 9.6.3.
- 4.6 TP Deliverability.** To the extent that an Interconnection Customer is eligible for and has been allocated TP Deliverability pursuant to Section 8.9 of Appendix DD of the ISO Tariff, the Interconnection Customer's retention of such allocated TP Deliverability shall be contingent upon satisfying the obligations set forth in Section 4.6.13 of the GIP. In the event that the Interconnection Customer does not retain allocated TP Deliverability with regard to any portion of the Generating Facility, such portion of the Generating Facility shall be deemed to receive Interconnection Service under this GIA as Energy Only Deliverability Status (as such term is defined in the ISO Tariff).

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

- 5.1 Options.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option, Alternate Option, or, if eligible in accordance with ISO Tariff requirements, Merchant Option, set forth below for completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as set forth in Appendix A, Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.

5.1.1 Standard Option. Distribution Provider shall design, procure, and construct Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, using Reasonable Efforts to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the dates set forth in Appendix B, Milestones. Distribution 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 Distribution Provider reasonably expects that it will not be able to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified dates, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by Interconnection Customer are acceptable to Distribution Provider, Distribution Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Distribution Upgrades by the designated dates.

If Distribution Provider subsequently fails to complete Distribution Provider's Interconnection Facilities and Distribution Upgrades by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output or operation in charging mode, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B, Milestones; Distribution Provider shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the ISO refuses to grant clearances to install equipment.

5.1.3 Option to Build. If the dates designated by Interconnection Customer are not acceptable to Distribution Provider, Distribution Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. Distribution Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option. This provision only applies to Generating Facilities larger than 20 MW.

5.1.4 Negotiated Option. If Interconnection Customer elects not to exercise its option under Article 5.1.3, Option to Build, Interconnection Customer shall so notify Distribution Provider within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Distribution Provider is responsible for the design, procurement and construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Distribution Provider shall assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades pursuant to 5.1.1, Standard Option.

5.1.5 Merchant Option. In addition to any Option to Build set forth in Article 5.1.3 of this GIA, an Interconnection Customer having an Option (B) Generating Facility may elect, pursuant to the ISO Tariff, to have a party other than the Distribution Provider construct some or all of the Local Delivery Network Upgrades and Area Delivery Network Upgrades for which the Interconnection Customer has the obligation to fund and which are not subject to reimbursement. Such Local Delivery Network Upgrades and Area Delivery Network Upgrades will be constructed and incorporated into the ISO Grid pursuant to the provisions for merchant transmission facilities in ISO Tariff Sections 24.4.6.1 and 36.11.

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades,

(1) Interconnection Customer shall engineer, procure equipment, and construct Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Distribution Provider;

(2) Interconnection Customer's engineering, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Distribution Provider would be subject in the engineering, procurement or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Distribution Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(4) prior to commencement of construction, Interconnection Customer shall provide to Distribution Provider a schedule for construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Distribution Provider;

(5) at any time during construction, Distribution Provider shall have the right to gain unrestricted access to Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Distribution Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify Distribution Provider for claims arising from Interconnection Customer's construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) Interconnection Customer shall transfer control of Distribution Provider's Interconnection Facilities to the Distribution Provider and shall transfer Operational Control of Stand Alone Network Upgrades to the ISO;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Distribution Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Distribution Provider;

(10) Distribution Provider shall approve and accept for operation and maintenance Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Distribution Provider "as-built" drawings, information, and any other documents that are reasonably required by Distribution Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Distribution Provider.

5.3 Liquidated Damages. The actual damages to Interconnection Customer, in the event Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Distribution Provider pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this

time. Because of such uncertainty, any liquidated damages paid by Distribution Provider to Interconnection Customer in the event that Distribution Provider does not complete any portion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, in the aggregate, for which Distribution Provider has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades for which Distribution Provider has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Distribution Provider to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this GIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Distribution Provider's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades to take the delivery of power for the Generating Facility's Trial Operation or to export power from the Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades to take the delivery of power for Generating Facility's Trial Operation or to export power from the Generating Facility, but for Distribution Provider's delay; (2) Distribution Provider's failure to meet the specified dates is the result of the action or inaction of Interconnection Customer or any other Interconnection Customer who has entered into a GIA with Distribution Provider, action or inaction by the ISO, or any cause beyond Distribution Provider's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

5.4 Power System Stabilizers. The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and in accordance with the provisions of Section 4.6.5.1 of the ISO Tariff. Distribution 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. If the Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Distribution Provider and Distribution Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators of the induction type.

5.5 Equipment Procurement. If responsibility for construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades is to be borne by Distribution Provider, then Distribution Provider shall commence design of Distribution Provider's Interconnection Facilities, Distribution Upgrades, 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:

5.5.1 Distribution Provider has completed the Interconnection Studies pursuant to the Generator Interconnection Study Process Agreement;

5.5.2 Distribution Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.5.3 Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

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

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

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

5.6.3 Distribution Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.6.4 Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.7 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 Distribution Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Distribution Provider of such later date upon which the completion of Distribution Provider's Interconnection Facilities will be required.

5.8 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 Distribution Provider's Distribution System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Limited Operation. If any of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Distribution 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 Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Distribution Provider shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.10 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, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.10.1 Interconnection Customer's Interconnection Facility Specifications.

Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Distribution Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Distribution Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Distribution Provider's Review.

Distribution 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 Distribution Provider, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider.

5.10.3 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 Distribution 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 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. The Interconnection Customer shall provide Distribution Provider specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.10.4 Interconnection Customer to Meet Requirements of the Distribution Provider’s Interconnection Handbook. The Interconnection Customer shall comply with the Distribution Provider’s Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this GIA shall govern.

5.11 Distribution Provider's Interconnection Facilities Construction. Distribution 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, Distribution Provider shall deliver to Interconnection Customer the following “as-built” drawings, information and documents for Distribution Provider's Interconnection Facilities [include appropriate drawings and relay diagrams]: No as-built drawings will be provided.

Distribution Provider will obtain control for operating and maintenance purposes of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities. Pursuant to Article 5.2, the ISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.

5.12 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, 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 Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution

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.

- 5.13 Lands of Other Property Owners.** If any part of Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Distribution Provider or Distribution Owner, Distribution Provider or Distribution Owner 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, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades upon such property.
- 5.14 Permits.** Distribution Provider or Distribution Owner 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, Distribution Provider or Distribution Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Distribution Provider's own, or an Affiliate's generation.
- 5.15 Early Construction of Base Case Facilities.** Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Distribution Upgrades or Network Upgrades required for Interconnection Customer to be interconnected to the Distribution System which are included in the Base Case of the 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.
- 5.16 Suspension.** Interconnection Customer reserves the right, upon written notice to Distribution Provider, to suspend at any time all work by Distribution Provider associated with the construction and installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades required under this GIA, other than Network Upgrades identified in the Phase II Interconnection Study as common to multiple generating facilities, with the condition that Distribution System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Distribution Provider's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Distribution 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 Distribution System and 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 Distribution Provider cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Distribution Provider shall obtain Interconnection Customer's authorization to do so.

Network Upgrades common to multiple generating facilities, and to which the Interconnection Customer's right of suspension shall not extend, consist of Network Upgrades identified for:

- i. Generating facilities which are the subject of all Interconnection Requests made prior to the Interconnection Customer's Interconnection Request; or
- ii. Generating facilities which are the subject of Interconnection Requests within the Queue Cluster where the Interconnection Customer's request for Full Capacity Deliverability Status or Partial Capacity Deliverability Status is assessed; or
- iii. Generating facilities that are the subject of Interconnection Requests that were made after the Interconnection Customer's Interconnection Request but no later than the date on which the Interconnection Customer's Phase II Interconnection Study report was issued, and have been modeled in the Base Case at the time the Interconnection Customer seeks to exercise its suspension rights under this section.

Distribution 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 Distribution Provider required under this GIA pursuant to this Article 5.16, and has not requested Distribution Provider to recommence the work or has not itself recommenced 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 and the Interconnection Customer's responsibility for costs will be determined in accordance with Article 2.4 of this GIA. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Distribution Provider, if no effective date is specified. The maximum three-year period shall apply to the projected Commercial Operation Date for the Generating Facility identified in the initial Interconnection Request, without regard to any subsequent changes to the dates set forth in the Interconnection Request, without regard to the milestone schedule dates set forth in Appendix B hereto or any changes to those dates, and without regard to any other scheduled dates for action affecting the Generating Facility, Interconnection Facilities, or Network Upgrades or any changes to those dates.

An Interconnection Customer's rights of suspension for Generating Facilities with Firm Charging Distribution Service are additionally subject to the limitations and conditions in Section 12.8.2 of the Tariff.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Interconnection Customer to Distribution Provider for the installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2016-36, Interconnection Customer represents and covenants that (i) ownership of the electricity generated or delivered from storage at the Generating Facility will pass to another party prior to the transmission of the electricity on the Distribution System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Distribution Provider for Distribution 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 Distribution Provider's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 2016-36, 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 2016-36. 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 Distribution Provider's request, Interconnection Customer shall provide Distribution Provider with a report from an independent engineer confirming its representation in clause (iii), above. Distribution Provider represents and covenants that the cost of Distribution Provider's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Distribution Provider. Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Distribution Provider from the cost consequences of any current tax liability imposed against Distribution Provider as the result of payments or property transfers made by Interconnection Customer to Distribution 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 Distribution Provider.

Distribution 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) Distribution Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Distribution Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Distribution Provider to report payments or property transfers as income subject to taxation; provided, however, that Distribution Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Distribution 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 5.17. Interconnection Customer shall reimburse Distribution Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Distribution 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 (10) year testing period and the applicable statute of limitation, as it may be extended by Distribution 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 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 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 Distribution Provider, in addition to the amount paid for the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, an amount equal to (1) the current taxes imposed on Distribution Provider ("Current Taxes") on the excess of (a) the gross income realized by Distribution Provider as a result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA (without regard to any payments under this Article 5.17) (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 Distribution 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 Distribution Provider's composite federal and state tax rates at the time the payments or property transfers are received and Distribution 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 Distribution Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Distribution Provider's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Distribution Owner pursuant to this Article

5.17.4 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, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Distribution 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 Distribution 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. Distribution Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Distribution 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. Distribution 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.

5.17.6 Subsequent Taxable Events. If, within ten (10) years from the date on which the relevant Distribution Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, or (ii) a "disqualification event" occurs within the meaning of IRS Notice 2016-36, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Distribution Provider in the form of a nonrefundable cash payment, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 2016-36.

5.17.7 Contests. In the event any Governmental Authority determines that Distribution Provider's receipt of payments or property constitutes income that is subject to taxation, Distribution 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, Distribution Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Distribution Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Distribution 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 Distribution 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 Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Distribution Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Distribution 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 Distribution Provider for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Distribution Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Distribution 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 Distribution Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not taxable to Distribution Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Distribution Provider are not subject to federal income tax, or (d) if Distribution 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 Distribution Provider pursuant to this GIA, Distribution Provider shall promptly refund to Interconnection Customer the following:

- (i) any payment made by Interconnection Customer under this Article 5.17 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 Distribution Provider for such taxes which Distribution Provider did not

submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Distribution Provider refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Distribution Provider, any refund or credit Distribution 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 Distribution Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Distribution Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Distribution Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Distribution Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Distribution 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, Distribution Upgrades, and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Distribution Provider for which Interconnection Customer may be required to reimburse Distribution Provider under the terms of this GIA. Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Distribution 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 Distribution 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 Distribution Provider.

5.17.10 Distribution Owners Who Are Not Distribution Providers. If Distribution Provider is not the same entity as the Distribution Owner, then (i) all references in this Article 5.17 to Distribution Provider shall be deemed also to refer to and to include the Distribution Owner, as appropriate, and (ii) this GIA shall not become

effective until such Distribution Owner shall have agreed in writing to assume all of the duties and obligations of Distribution Provider under this Article 5.17 of this GIA.

5.18 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 any Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 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, Distribution 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 Distribution System, Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

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

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Distribution Provider makes to Distribution Provider's Interconnection Facilities or the Distribution System to facilitate the interconnection of a third party to Distribution Provider's Interconnection Facilities or the Distribution System, or to provide transmission service to a third party under Distribution 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.

5.19.4 Permitted Reductions in Output Capacity (MW Generating Capacity) of the Generating Facility. An Interconnection Customer may reduce the MW capacity of the Generating Facility by up to five percent (5%) for any reason during the time period between the Effective Date of this GIA and the Commercial Operation Date. The five percent (5%) value shall be established by reference to the MW generating capacity as set forth in Appendix C.

The Distribution Provider will consider an Interconnection Customer's request for a reduction in the MW generating capacity greater than five percent (5%) under limited conditions where the Interconnection Customer reasonably demonstrates to the Distribution Provider that the MW generation capacity reduction is warranted due to reasons beyond the control of the Interconnection Customer. Reasons beyond the control of the Interconnection Customer shall consist of any one or more of the following:

- (i) The Interconnection Customer's failure to secure required permits and other governmental approvals to construct the Generating Facility at its total MW generating capacity as specified in Appendix C after the Interconnection Customer has made diligent effort to secure such permits or approvals;
- (ii) The Interconnection Customer's receipt of a written statement from the permitting or approval authority (such as a draft environmental impact report) indicating that construction of a Generating Facility of the total MW generating capacity size specified in Appendix C will likely result in disapproval due to a significant environmental or other impact that cannot be mitigated;
- (iii) Failure to obtain the legal right of use of the full site acreage necessary to construct and/or operate the total MW generating capacity size for the entire Generating Facility specified in Appendix C, after the Interconnection Customer has made a diligent attempt to secure such legal right of use. This subsection (iii) applies only where an Interconnection Customer has previously demonstrated and maintained its demonstration of Site Exclusivity prior to invoking this subsection as a reason for downsizing.

If relying on subsection (i) or (ii) above, in order to be eligible for a capacity reduction greater than five percent (5%), the Interconnection Customer must also demonstrate to the Distribution Provider that a reduction of MW generating capacity of the Generating Facility to the reduced size that the Interconnection Customer proposes will likely overcome the objection of the permitting/approving authority or otherwise cause the permitting/approving authority to grant the permit or approval. The Interconnection Customer may satisfy this demonstration

requirement by submitting to the Distribution Provider either a writing from the permitting/approving authority to this effect or other evidence of a commitment by the permitting/approving authority that the MW capacity reduction will remove the objections of the authority to the permit/approval application.

If relying on subsection (iii) above, the Interconnection Customer must also reasonably demonstrate to the Distribution Provider that the proposed reduced-capacity Generating Facility can be constructed on the site over which the Interconnection Customer has been able to obtain legal rights of use.

Upon such demonstration to the reasonable satisfaction of the Distribution Provider, the Distribution Provider will permit such reduction. No permitted reduction of MW generation capacity under this Article shall operate to diminish the Interconnection Customer's cost responsibility for Network Upgrades or to diminish the Interconnection Customer's right to repayment for financing of Network Upgrades under this GIA.

5.20 Annual Reassessment Process. In accordance with Section 7.4 of Appendix DD of the ISO Tariff, the ISO will perform an annual reassessment, as part of a Queue Cluster interconnection study cycle, in which it will update certain base case data prior to beginning the Phase II Interconnection Studies. As set forth in Section 7.4 of Appendix DD of the ISO Tariff, the ISO may determine through this assessment that Delivery Network Upgrades already identified and included in executed generator interconnection agreements should be modified in order to reflect the current circumstances of interconnection customers in the queue, including any withdrawals therefrom, and any additions and upgrades approved in the ISO's most recent transmission planning process cycle. To the extent that this determination modifies the scope or characteristics of, or the cost responsibility for, any Delivery Network Upgrades set forth in Appendix A to this GIA, such modification(s) will be reflected through an amendment to this GIA.

Article 6. Testing and Inspection

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, Distribution Provider shall test Distribution Provider's Interconnection Facilities, Distribution Upgrades, 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. The Interconnection Customer shall not commence initial parallel operation of an Electric Generating Unit with the Distribution Provider's Distribution System until the Distribution Provider provides prior written approval as set forth in Appendix B, Milestones, which approval shall not be unreasonably withheld, for operation of such Electric Generating Unit. Interconnection Customer shall generate or receive test energy at the Generating Facility only if it has arranged for the delivery or receipt of such test energy.

- 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 Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution 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. The other Party has the right, at its own 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. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

Article 7. Metering

- 7.1 General.** Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer shall comply with the provisions of the ISO Tariff regarding metering, including Section 10 of the ISO Tariff. Unless otherwise agreed by the Parties, Distribution Provider may install additional 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 Distribution Provider's option, compensated to, the Point of Interconnection. Interconnection Customer's access to meter data shall be provided in accordance with the ISO Tariff. 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 the ISO-pollled meters or Distribution 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 in the case that no other means are available on a temporary basis at the option of the Distribution Provider. The check meters shall be subject at all reasonable times to inspection and examination by Distribution 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 Distribution Provider Retail Metering.** Distribution Provider may install retail revenue quality meters and associated equipment, pursuant to the Distribution Provider's applicable retail tariffs.

Article 8. Communications

- 8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with Distribution Provider's Distribution System dispatcher or representative designated by Distribution 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 Distribution Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Distribution 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 Distribution Provider at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by Distribution 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 Distribution Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Distribution 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 Applicable Reliability Standards and 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 Control Area Notification. At least three months before Initial Synchronization Date, Interconnection Customer shall notify Distribution Provider in writing of the Control Area in which the Generating Facility will be located. If Interconnection Customer elects to locate the Generating Facility in a Control Area other than the Control Area 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 Control Area 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 Control Area.

9.3 Distribution Provider Obligations. Distribution Provider shall cause the Distribution System and Distribution Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this GIA. Distribution Provider may provide operating instructions to Interconnection Customer consistent with this GIA and Distribution Provider's operating protocols and procedures as they may change from time to time. Distribution 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 Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, 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, Interconnection Details, 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 Distribution Provider's Distribution System.

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. 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 within the range of 0.95 leading to 0.95 lagging, unless the Distribution Provider has established different requirements that apply to all synchronous generators in the Control Area on a comparable basis.

9.6.1.2 Non-Synchronous Generation. Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation, or equivalent location when there is not a generator substation, at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Distribution Provider has established a different power factor range that applies to all non-synchronous generators in the Control Area on a comparable basis. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnecting non-synchronous generators that have not yet submitted the initial posting of Interconnection Financial Security as of the effective date of the Final Rule establishing this requirement (Order No. 827).

Newly interconnecting non-synchronous generators that have submitted the initial posting of Interconnection Financial Security and have not executed a GIA, or requested the filing of an unexecuted GIA, as of the effective date of the Final Rule, will be required to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, if an Interconnection Study shows that such a requirement is necessary to ensure safety or reliability.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Generating Facility with the Distribution System, Distribution 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). Distribution Provider's voltage schedules shall treat all sources of reactive power interconnected with the Distribution System in an equitable and not unduly discriminatory manner and consistent with the applicable requirements of the ISO Tariff. Distribution Provider shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Distribution System and 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 Distribution Provider and the ISO.

9.6.2.1 Voltage Regulators. Whenever the Generating Facility is operated in parallel with the Distribution System and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its voltage regulators in automatic operation. If the Generating Facility's voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Distribution Provider and the ISO, and ensure that the Electric Generating Unit operates as specified in Article 9.6.2 through manual operation and 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 not cause its Generating Facility to disconnect automatically or instantaneously from the Distribution System or trip any generating unit comprising the Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Control Area on a comparable basis.

9.6.3 Payment for Reactive Power. Payment to Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Generating Facility when the ISO requests Interconnection Customer to operate its Generating Facility outside the range specified in Article 9.6.1 will be made by the ISO in accordance with the applicable provisions of the ISO Tariff.

9.6.4 Primary Frequency Response. Interconnection Customer shall ensure the primary frequency response capability of its Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ± 0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from Applicable Reliability Standards providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Generating Facility, and shall be linear in the range of frequencies between 59 to

61 Hz that are outside of the deadband parameter; or (2) based on Applicable Reliability Standards providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with Applicable Reliability Standards providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Distribution Provider that the primary frequency response capability of the Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Generating Facility with the Distribution System, Interconnection Customer shall operate the Generating Facility consistent with the provisions specified in Articles 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Generating Facilities.

9.6.4.1 Governor or Equivalent Controls. Whenever the Generating Facility is operated in parallel with the Distribution System, Interconnection Customer shall operate the Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Distribution Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of ± 0.036 Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from Applicable Reliability Standards that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Distribution Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Distribution Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Generating Facility's governor

or equivalent controls to a minimum whenever the Generating Facility is operated in parallel with the Distribution System.

9.6.4.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A FERC-approved Applicable Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.6.4.3 Exemptions. Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Article 9.6.4, but shall be otherwise exempt from the operating requirements in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

9.6.4.4 Electric Storage Resources. Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C of its GIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.3 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of

the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Distribution Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Article 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Distribution System and/or receive electricity from the Distribution System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Distribution System and/or dispatched to receive electricity from the Distribution System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

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. 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. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Distribution Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Distribution Provider may request Interconnection Customer to reschedule

its maintenance as necessary to maintain the reliability of the Distribution System and Transmission System. Distribution 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 Distribution 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. Distribution Provider shall have no obligation to pay Interconnection Customer any costs the Interconnection Customer incurs as the result of being directed by the ISO to reschedule maintenance.

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, Distribution Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity to or from the Generating Facility if such delivery of electricity could adversely affect Distribution Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Distribution System and 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 Distribution System;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Distribution 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, Distribution Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Distribution 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 Distribution 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 Distribution System and Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Frequency and Voltage Ride Through. The Interconnection Customer shall ensure “frequency ride through” capability and “voltage ride through” capability of the Generating Facility. The Interconnection Customer shall enable these capabilities such that the Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Distribution Provider and any Affected Systems for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to Article 6 of this GIA. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Control Area on a comparable basis.

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. Distribution Provider shall install at Interconnection Customer’s expense any System Protection Facilities that may be required on Distribution Provider’s Interconnection Facilities, Distribution System, 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 protection facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

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 Good Utility Practice and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook.

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. At intervals suggested by Good Utility Practice, the standards and procedures of the Distribution Provider, including, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, 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 and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, 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 Distribution System not otherwise isolated by Distribution Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Distribution System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Distribution 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. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Distribution 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 ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.
- 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 Distribution 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 Distribution 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 Distribution 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 Distribution 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 to FERC for resolution.
- 9.10 Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or Distribution Provider's Distribution System and 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 Distribution Provider Obligations.** Distribution Provider shall maintain the Distribution System, Transmission System and Distribution 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.
- 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 Distribution Provider's Interconnection Facilities.

Article 11. Performance Obligation

- 11.1 Interconnection Customer Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.
- 11.2 Distribution Provider's Interconnection Facilities.** Distribution Provider or Distribution Owner shall design, procure, construct, install, own and/or control the Distribution Provider's Interconnection Facilities described in Appendix A,

Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer. The Interconnection Customer shall be responsible for funding all costs related to Distribution Provider's Interconnection Facilities. The costs set forth in Appendix A are estimates only and will not establish any cap or maximum cost responsibility limit on the cost responsibility of the Interconnection Customer for the Distribution Provider's Interconnection Facilities. The Interconnection Customer shall be responsible for the actual costs related to Distribution Provider's Interconnection Facilities.

11.3 Network Upgrades and Distribution Upgrades. Distribution Provider or Distribution Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, except for any Stand Alone Network Upgrades and Merchant Network Upgrades (as such term is defined in the ISO Tariff).

11.3.1 Distribution Upgrades. The Interconnection Customer shall be responsible for funding its share of the costs related to Distribution Upgrades. The costs set forth in Appendices A and G are estimates only and will not establish any cap or maximum cost responsibility limit on the cost responsibility of the Interconnection Customer for Distribution Upgrades. The Interconnection Customer shall be responsible for the actual costs of its share of the costs related to Distribution Upgrades.

11.3.2 Reliability Network Upgrades. The Interconnection Customer shall be responsible for funding its share of the costs of the Reliability Network Upgrades up to the maximum cost responsibility limit established for the Interconnection Customer in accordance with Section 4.6 of the GIP for such facilities. The costs set forth in Appendices A and G are estimates only. The Interconnection Customer shall be responsible for its share of the actual costs of Reliability Network Upgrades up to its maximum cost responsibility limit. The Interconnection Customer may be entitled to repayment of all or a portion of the costs it funded for Reliability Network Upgrades in accordance with Article 11.4.1.

11.3.3 Local Delivery Network Upgrades. If the Interconnection Customer has an Option (A) Generating Facility, or if the Interconnection Customer has an Option (B) Generating Facility and did not select the Merchant Option for the Local Delivery Network Upgrades, then the Interconnection Customer shall be responsible for funding its share of the costs of Local Delivery Network Upgrades up to the maximum cost responsibility limit established for the Interconnection Customer in accordance with Section 4.6 of the GIP for such facilities. The costs set forth in Appendices A and G are estimates only. The Interconnection Customer shall be responsible for its share of the actual costs of Local Delivery Network Upgrades up to its maximum cost responsibility limit. The Interconnection Customer may be entitled to repayment for the costs it funded for Local Delivery Network Upgrades in accordance with Article 11.4.1.

11.3.4 Area Delivery Network Upgrades. If the Interconnection Customer has an Option (A) Generating Facility, the Interconnection Customer will not be responsible for funding the costs of any Area Delivery Network Upgrades. If the Interconnection Customer has an Option (B) Generating Facility and did not select the Merchant Option for the Area Delivery Network Upgrades, then the Interconnection Customer shall be responsible for funding the costs of Area Delivery Network Upgrades. The costs set forth in Appendices A and G are advisory estimates only and will not establish any cap or maximum cost responsibility limit on the cost responsibility of the Interconnection Customer for Area Delivery Network Upgrades. The Interconnection Customer shall be responsible for the actual costs of Area Delivery Network Upgrades. The Interconnection Customer will not be entitled to repayment for the costs it funded for Area Delivery Network Upgrades in accordance with Article 11.4.1.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. An Interconnection Customer in Queue Cluster 8 or earlier may be entitled, in accordance with this Article 11.4.1, to a repayment for the Interconnection Customer's contribution to the cost of Network Upgrades commencing on the Commercial Operation Date of its Generating Facility.

An Interconnection Customer in Queue Cluster 9 or later may be entitled, in accordance with this Article 11.4.1, to a repayment for the Interconnection Customer's contribution to the cost of Network Upgrades placed in service on or before the Commercial Operation Date of its Generating Facility, commencing on the Commercial Operation Date of its Generating Facility. Repayment for the Interconnection Customer's contribution to the cost of Network Upgrades placed in service after the Commercial Operation Date of its Generating Facility shall, for each of these Network Upgrades, commence no later than the later of: (i) the first month of the calendar year following the year in which the Network Upgrade is placed into service or (ii) ninety (90) Calendar Days after the Network Upgrade is placed into service.

Interconnection Customer may be entitled to a cash repayment based on the amount paid to Distribution Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, as follows:

a) Reliability Network Upgrades. The Interconnection Customer shall be entitled to a repayment of the amount the Interconnection Customer paid to the Distribution Provider for Reliability Network Upgrades as set forth in Appendix A and G, up to a maximum of \$60,000 per MW of Generating Facility capacity. For purposes of this determination, the Generating Facility capacity will be based on the capacity of the Interconnection Customer's

Generating Facility at the time it achieves Commercial Operation. However, to the extent that such repayment does not cover all of the costs of Interconnection Customer's Reliability Network Upgrades, the Interconnection Customer may receive Congestion Revenue Rights (as such term is defined in the ISO Tariff) from the ISO in accordance with the ISO Tariff for that portion of its Reliability Network Upgrades that are not covered by cash repayment.

b) Local Delivery Network Upgrades.

- i. If the Interconnection Customer has an Option (A) Generating Facility, the Interconnection Customer shall be entitled to a repayment equal to the total amount the Interconnection Customer paid to the Distribution Provider for the costs of Local Delivery Network Upgrades.
- ii. If the Interconnection Customer has an Option (B) Generating Facility and has been allocated TP Deliverability and continues to be eligible to retain such TP Deliverability pursuant to Appendix DD of the ISO Tariff, the Interconnection Customer shall be entitled to repayment of a portion of the total amount paid to the Distribution Provider for the costs of Local Delivery Network Upgrades. The repayment amount shall be determined by dividing the amount of TP Deliverability received by the amount of TP Deliverability requested by the Interconnection Customer, and multiplying that percentage by the total amount paid to the Distribution Provider by the Interconnection Customer for Local Delivery Network Upgrades. However, the Interconnection Customer may be entitled to receive Congestion Revenue Rights from the ISO in accordance with the ISO Tariff for that portion of its Local Delivery Network Upgrades that are not covered by cash repayment.
- iii. If the Interconnection Customer has an Option (B) Generating Facility and has not been allocated any TP Deliverability pursuant to Appendix DD of the ISO Tariff, the Interconnection Customer shall not be entitled to repayment of the amount paid to the Distribution Provider for the costs of Local Delivery Network Upgrades. However, the Interconnection Customer may be entitled to receive Congestion Revenue Rights from the ISO in accordance with the ISO Tariff for the costs of Local Delivery Network Upgrades that are not covered by cash repayment.

c) Area Delivery Network Upgrades. The Interconnection Customer shall not be entitled to repayment of the amount paid to the Distribution Provider for the costs of Area Delivery Network Upgrades. However, the Interconnection Customer may be entitled to receive Congestion Revenue Rights from the ISO

in accordance with the ISO Tariff for the costs of Area Delivery Network Upgrades that are not covered by cash repayment.

Any repayment for Reliability Network Upgrades and Local Delivery Network Upgrades, as specified above, will be paid to the Interconnection Customer by the Distribution Provider on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

Notwithstanding the foregoing, Interconnection Customer, Distribution Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Distribution Provider and Affected System Operator take one of the following actions no later than five years from the applicable date as provided for in this Article 11.4.1: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Distribution Provider or Affected System Operator will continue to provide payments 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 amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the applicable commencement date.

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, Distribution Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2 Special Provisions for Affected Systems. Unless Distribution 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. 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.

11.4.3 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 reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

11.5 Provision of Interconnection Financial Security. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 4.8 of the GIP in a manner acceptable under Section 4.8 of the GIP.

11.6 Interconnection Financial Security and Financial Obligations Relating to Distribution Upgrades for Firm Charging Distribution Service. Based on the application of the higher-of test under Attachment K of the Tariff, the Interconnection Customer must: 1) finance the Distribution Upgrades that constitute the Higher-of Facilities; or 2) up-front finance, subject to repayment with interest, the Distribution Upgrades for Firm Charging Distribution Service.

11.6.1 Interconnection Customer Financing Higher-of Facilities for Firm Charging Distribution Service. In accordance with Appendix A, the Interconnection Customer will finance the Higher-of Facilities and subsequently the Interconnection Customer's Financial Security associated with Firm Charging Distribution Service will be released. Section 12.8 of the Tariff addresses early termination of the Service Agreement for Wholesale Distribution Service associated with this Agreement and an early termination's impact on the obligation to finance the Higher-of Facilities.

11.6.2 Interconnection Customer Up-Front Financing for Distribution Upgrades for Firm Charging Distribution Service. In accordance with Appendix A, the Interconnection Customer will up-front finance the Distribution Upgrades associated with Firm Charging Distribution Service and subsequently the Interconnection Customer's Financial Security associated with Firm Charging Distribution Service will be released. Once the Generating Facility is in Commercial Operation, the amount financed will be returned over five years in levelized quarterly payments with interest calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii). Section 12.8 of the Tariff addresses early termination of the Service Agreement for Wholesale Distribution Service associated with this Agreement and an early termination's impact on the obligation to up-front finance the Distribution Upgrades and/or the return of amounts financed.

Article 12. Invoice

- 12.1 General.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. 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 twelve (12) months after completion of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades, Distribution Provider shall provide an invoice of the final cost of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the 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. Distribution Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.
- 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 of receipt. 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 Distribution Provider and Interconnection Customer, Distribution 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 Distribution 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 Distribution 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 calculated in accord with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii).

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 Distribution 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 Distribution System, Distribution Provider's Interconnection Facilities or the Transmission Systems of others to which the Distribution 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 ISO, NERC, the Applicable Reliability Council, Applicable Reliability Standards, Applicable Laws and Regulations, and any emergency procedures set forth in this GIA.
- 13.3 Notice.** Distribution Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Distribution Provider's Interconnection Facilities, Distribution System 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 Distribution 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 Distribution System, Transmission System or Distribution 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 Distribution 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 Distribution 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 Distribution Provider or otherwise regarding the Distribution System.
- 13.5 Distribution Provider Authority.**
- 13.5.1 General.** Distribution Provider may take whatever actions or inactions with regard to the Distribution System and Transmission System or Distribution 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 Distribution System and Transmission System or Distribution Provider's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Distribution Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or Interconnection Customer's Interconnection Facilities. Distribution 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 Distribution Provider's operating instructions concerning 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. Distribution 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 the ISO pursuant to the ISO Tariff. When Distribution Provider can schedule the reduction or disconnection in advance, Distribution Provider shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Distribution 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 Distribution 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 Distribution 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 Distribution System and Distribution Provider's Interconnection Facilities. Distribution Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability. 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.

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 where the Point of Interconnection is located, 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, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

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 Agreement 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.

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. Uncontrollable Force

16.1 Uncontrollable Force.

16.1.1 Economic hardship is not considered an Uncontrollable Force event.

16.1.2 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, if prevented from fulfilling such obligation by Uncontrollable Force. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of an Uncontrollable Force shall give notice and the full particulars of such Uncontrollable Force 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 Uncontrollable Force, the time and date when the Uncontrollable Force occurred and when the Uncontrollable Force 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) is the result of an Uncontrollable Force 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, 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. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this GIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

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 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, 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. Other than the Liquidated Damages heretofore described, 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. As indicated below, the designated 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, with insurers rated no less than A- (with a minimum size rating of VII) by Bests' Insurance Guide and Key Ratings and authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Workers' Compensation Insurance and Employers' Liability. The Distribution Provider and the Interconnection Customer shall maintain such coverage from the commencement of any Construction Activities providing statutory benefits for workers compensation coverage and coverage amounts of no less than one million dollars (\$1,000,000) for employer's liability for each employee for bodily injury by accident and one million dollars (\$1,000,000) for each employee for bodily injury by disease in accordance with the laws and regulations of the state in which the Point of Interconnection is located. The Distribution Provider shall provide the Interconnection Customer with evidence of such insurance coverage within thirty (30) Calendar Days of any request by the Interconnection Customer. The Interconnection Customer and contractor or any other person acting on Interconnection Customer's behalf shall provide evidence of such insurance thirty (30) Calendar Days prior to entry by any employee or contractor or other person acting on the Interconnection Customer's behalf onto

any construction site to perform any work related to the Interconnection Facilities or Generating Facility.

18.3.2 Commercial General Liability Insurance. The Distribution Provider and the Interconnection Customer shall maintain commercial general liability insurance coverage commencing within thirty (30) Calendar Days of the Effective Date of this GIA, including coverage for premises and operations, bodily injury (including death), personal injury, property damage, products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, and (i) liability of Distribution Provider and the Interconnection Customer that would be imposed without the GIA, or (ii) liability assumed by the Distribution Provider and the Interconnection Customer in a contract or agreement that is an “insured contract” under commercial general liability insurance policy. Such insurance shall include no cross liability exclusions or separation of insured clause endorsement exclusions, with minimum limits of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate. If the activities of the Interconnection Customer are being conducted through the actions of an Affiliate, then the Interconnection Customer may satisfy the insurance requirements of this Article 18.3.2 by providing evidence of insurance coverage carried by such Affiliate and showing the Distribution Provider as an additional insured only with respect to the GIA, together with the Interconnection Customer’s written representation to the Distribution Provider that the insured Affiliate is conducting all of the necessary pre-construction work. Within thirty (30) Calendar Days prior to the entry of any person on behalf of the Interconnection Customer onto any construction site to perform work related to the Interconnection Facilities or Generating Facility, the Interconnection Customer shall replace any evidence of Affiliate insurance with evidence of such insurance carried by the Interconnection Customer, naming the Distribution Provider as additional insured only with respect to the GIA.

18.3.3 Business Automobile Liability Insurance. Prior to the entry of any vehicles on any construction site in connection with work done by or on behalf of the Interconnection Customer, the Interconnection Customer shall provide evidence of 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. The Interconnection Customer shall include the Distribution Provider as an additional insured with respect to the GIA on any such policies.

18.3.4 Excess Liability Insurance. Commencing at the time of entry of any person on its behalf upon any construction site for the Distribution Upgrades, Interconnection Facilities, or Generating Facility, the Distribution Provider and the Interconnection Customer shall maintain excess liability insurance over and above the Employers’ Liability, Commercial General Liability, and Business Automobile Liability Insurance coverage, with a minimum limit of one million

dollars per MW, of Generating Facility capacity, rounded up to the nearest MW, per occurrence, up to a maximum of twenty million dollars (\$20,000,000) per occurrence/twenty million dollars (\$20,000,000) aggregate. Such insurance carried by the Distribution Provider shall include the Interconnection Customer as an additional insured with respect to the GIA, and such insurance carried by the Interconnection Customer shall include the Distribution Provider as an additional insured with respect to the GIA. The requirements of Article 18.3.2 and 18.3.4 may be met by any combination of general and excess liability insurance.

- 18.3.5** The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies shall include the other Party identified in the articles above, its parent, their subsidiaries, respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Group. If any Party can reasonably demonstrate that coverage policies containing provisions for insurer waiver of subrogation rights, or advance notice are not commercially available, then the Parties shall meet and confer and mutually determine to (i) establish replacement or equivalent terms in lieu of subrogation or notice or (ii) waive the requirements that coverage(s) include such subrogation provision or require advance written notice from such insurers.
- 18.3.6** The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies shall contain provisions that specify that the policies are primary and non-contributory. Each Party shall be responsible for its respective deductibles or self-insured retentions.
- 18.3.7** The Commercial General Liability Insurance, Business 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 extended reporting period coverage if agreed by the Parties.
- 18.3.8** [Not Used.]
- 18.3.9** Thirty (30) Calendar Days prior to the start of any work at the construction site related to Interconnection Facilities or Generating Facility under 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 ninety (90) Calendar Days thereafter, each Party shall provide a certificate of insurance for all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10** Notwithstanding the foregoing, each Party may self-insure (a) to meet the minimum insurance requirements of Article 18.3.1, to the extent that it maintains a self-insurance program and is a qualified self-insurer within the state in which the Point of Interconnection is located, under the laws and regulations of such

state; and (b) to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.9 to the extent it maintains a self-insurance program; provided that, such Party is organized under the laws of the United States or a political subdivision thereof and such Party's rating for its senior unsecured, long-term debt (not supported by third party credit enhancements) or if such Party does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such Party by Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor ("S&P") or Moody's Investor Services, Inc. or its successor ("Moody's") is (i) if rated by S&P and Moody's is rated at least "BBB-" by S&P and "Baa3" by Moody's, or (ii) if rated by only one of S&P or Moody's, rated at least "BBB-" by S&P or "Baa3" by Moody's, and (iii) that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.9. For any period of time that a Party's senior unsecured, long-term debt is unrated by S&P or Moody's, or its unsecured long-term debt or the rating assigned to such Party does not meet the requirements in (i) or (ii), such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article 18.3.10, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

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 greater than \$25,000, including within the scope of coverage of such insurance whether or not such coverage is sought.

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 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 Interconnection Customer shall have the right to assign this GIA, without the consent of Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Distribution Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that 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 Distribution Provider of the date and particulars of any such exercise of assignment right(s), including providing the Distribution Provider with proof that it meets the requirements of Articles 11.5 and 18.3. 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

20.1 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; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Distribution Provider) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

Article 21. Comparability

21.1 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.

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), subcontractors, 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 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.

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 exception 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 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 GIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or 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

23.1 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. Distribution 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 Distribution Provider. The initial information submission by Distribution Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Distribution System and 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 Distribution Provider shall provide Interconnection Customer a status report on the construction and installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, 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 one hundred eighty (180) 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 Distribution Provider for the Feasibility and 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 Distribution 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 Distribution Provider pursuant to the Interconnection Study Agreement between Distribution Provider and Interconnection Customer, then Distribution Provider will conduct appropriate studies to determine the impact on Distribution Provider Distribution System and Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation. Prior to the Trial 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. The 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 Distribution Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Distribution Provider any information changes due to equipment replacement, repair, or adjustment. Distribution Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Distribution 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.

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-Uncontrollable Force 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 an Uncontrollable Force 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, Distribution Provider's efforts to allocate responsibility for interruption or reduction of generation on the Distribution 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 Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades shall be subject to audit for a period of twenty-four months following Distribution 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 Distribution 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 therefor. 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 Agreement 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. The final decision of the arbitrator must also be filed with FERC

if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

- 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. [Reserved]

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.

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 Distribution 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.

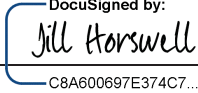
30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all Applicable Laws and Regulations.

30.11 Reservation of Rights. Distribution Provider shall have the right to make a unilateral filing with FERC to modify this GIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this GIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this GIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of 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 in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Southern California Edison Company

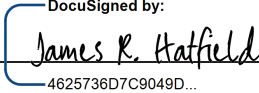
By: 
C8A600697E374C7...

Name: Jill Horswell

Title: Director, Grid Contracts Origination & Operations

Date: 3/26/2021

Bright Canyon Energy Corporation

By: 
4625736D7C9049D...

Name: James R. Hatfield

Title: Treasurer

Date: 3/26/2021

Appendix A to GIA

Description of Interconnection Facilities, Network Upgrades, Distribution Upgrades, Costs and Financial Security for Interconnection Service and Charging Distribution Service

Additional Definitions: None.

1. Interconnection Facilities:

- (a) **Interconnection Customer's Interconnection Facilities:** The Interconnection Customer shall:
- (i) Install a 12 kV switchgear
 - (ii) Procure and construct underground duct banks and related structures required for Distribution Provider's Interconnection Facilities and Distribution Upgrades ("Civil Construction") in accordance with specifications and designs provided by the Distribution Provider.
 - (iii) Obtain all necessary permits and easements associated with the installation of Civil Construction. If applicable, provide the following:
 1. Completed Interconnection Customer information sheet
 2. Street improvement plan(s)
 3. Unique address for Point of Interconnection
 4. Public right-of-way (street) base map(s) as required by the interconnection
 5. Site plot plan on a 30:1 scale digital file
 6. Easements/lease agreement(s)
 7. Grading plan(s)
 8. Sewer and storm plot plan(s)
 9. Landscape, sprinkler, pedestal location(s)
 10. Complete construction of underground systems for the Distribution Provider's Interconnection Facilities and Distribution Upgrades
 - (iv) Acquire an agreement from the property owner at Lat: 33°46'52.59"N, Long: 118° 3'16.68"W, to have the following:
 1. The right to enter property owner's premises for any purpose connected with the Distribution Provider's Interconnection Facilities or interconnection service.
 2. The right for the use of a Distribution Provider approved locking device if Interconnection Customer wants to prevent unauthorized access to Distribution Provider's Interconnection Facilities.
 3. The right for safe and ready access for Distribution Provider's personnel free from unrestrained animals.
 4. The right for unobstructed ready access for Distribution Provider's vehicles and equipment to install, remove, repair, and maintain the Distribution Provider's Interconnection Facilities.

5. The right to remove Distribution Provider's Interconnection Facilities after termination of interconnection service.
 - (v) Install in coordination with, and as specified by, the Distribution Provider, a dedicated T1 circuit from the local telephone company to support the dedicated remote terminal unit ("RTU") communication to the Distribution Provider's energy management system ("EMS") in accordance with the Distribution Provider's Interconnection Handbook if a dedicated RTU is installed locally at the Generating Facility.
 - (vi) Designate, to the T1 circuit provider, the Distribution Provider as a representative authorized to report trouble to, and to initiate repairs with, the communication circuit provider on the Interconnection Customer's behalf in the event of an interruption of service on the communication circuit if a T1 circuit is required for the support of a dedicated RTU installed locally at the Generating Facility.
 - (vii) Allow the Distribution Provider to review the Interconnection Customer's telecommunication equipment design and perform inspections to ensure compatibility with the Distribution Provider's terminal equipment and protection engineering requirements; allow the Distribution Provider to perform acceptance testing of the telecommunication equipment and the right to request and/or perform correction of installation deficiencies.
 - (viii) Provide required data signals, make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having suitable environmental controls for the installation of the Distribution Provider's dedicated RTU in accordance with the Interconnection Handbook. In accordance with Article 5.12 of the GIA, the Interconnection Customer acknowledges that the access required under such section will include Distribution Provider's personnel ability to access twenty-four hours a day the space provided for the Distribution Provider's RTU.
 - (ix) Make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having suitable environmental controls for the installation of the Distribution Provider's telecommunications terminal equipment in accordance with the Interconnection Handbook. In accordance with Article 5.12 of the GIA, the Interconnection Customer acknowledges that the access required under such section will include Distribution Provider's personnel ability to access twenty-four hours a day the space provided for the Distribution Provider's telecommunications terminal equipment.
 - (x) Install all required ISO-approved compliant metering equipment at the Generating Facility, in accordance with Section 10 of the ISO Tariff. Distribution Provider consents to the Interconnection Customer's use of the Distribution Provider's retail metering potential transformers and current transformers for their ISO metering requirements at the Generating Facility.
 - (xi) Pursuant to Article 7.3 of the GIA, install the switchgear to accommodate the meters, potential transformers ("PTs"), and current transformers ("CTs"), to meter retail load at the Generating Facility in accordance with the Distribution Provider's Electrical Service Requirements ("ESR") as described in the Distribution Provider's Interconnection Handbook.

- (xii) Pursuant to Article 7.1 of the GIA, install the switchgear to accommodate the meters, PTs, and CTs, to meter the charging demand at the Generating Facility in accordance with the Distribution Provider's ESR as described in the Distribution Provider's Interconnection Handbook.
- (xiii) Pursuant to Article 7.3 of the GIA, allow the Distribution Provider to install in the switchgear or an alternative metering cabinet as determined by the Distribution Provider and provided by the Interconnection Customer, meters, PTs, and CTs, to meter retail load at the Generating Facility in accordance with the Distribution Provider's ESR as described in the Distribution Provider's Interconnection Handbook.
- (xiv) Pursuant to Article 7.1 of the GIA, allow the Distribution Provider to install in the switchgear or an alternative metering cabinet as determined by the Distribution Provider provided by the Interconnection Customer, meters, PTs, and CTs, to meter charging demand at the Generating Facility in accordance with the Distribution Provider's ESR as described in the Distribution Provider's Interconnection Handbook.
- (xv) Install all equipment necessary to comply with the power factor requirements of Article 9.6.1.2 of the GIA, including the ability to regulate the power factor to maintain a voltage schedule (VAR schedule) in accordance with Article 9.6.2 of the GIA. The power factor requirements specified in Article 9.6.1.2 shall be as measured at the high side of the switchgear or equivalent location.
- (xvi) Provide switchgear drawings which shall comply with Distribution Provider's ESR which can be obtained at:
<http://www.sce.com/AboutSCE/Regulatory/distributionmanuals/esr.htm>
- (xvii) Install disconnect facilities in accordance with the Distribution Provider's Interconnection Handbook to comply with the Distribution Provider's switching and tagging procedures.
- (xviii) Install a circuit breaker within the Interconnection Customer's property line in accordance with the Distribution Provider's ESR to comply with the Distribution Provider's protection requirements.
- (xix) Install all equipment and controls necessary to maintain the Generating Facility's output ramp rate within the parameters set forth, and provided to the Interconnection Customer, by the Distribution Provider.
- (xx) Real Properties.
Acquire the necessary rights-of-way for the Interconnection Customer's Interconnection Facilities. In accordance with Article 5.12 of the GIA, the Interconnection Customer acknowledges that Distribution Provider's RTU, telecommunications terminal equipment, metering equipment and cabinet shall be accessible twenty-four (24) hours a day to the Distribution Provider's personnel.
- (xxi) Environmental Activities, Permits, and Licensing.
Perform the necessary environmental studies and obtain permits for any Interconnection Customer's Interconnection Facilities and perform the environmental activities related to the Distribution Provider's Interconnection Facilities as described in Section 1(b) and the Distribution Upgrades as described in Section 3, as applicable and needed to interconnect the Generating Facility.

(b) **Distribution Provider's Interconnection Facilities:** The Distribution Provider shall:

(i) Comanche 12 kV Circuit.

1. Intercept circuit and install a new pole with a riser with omni-rupter switch
2. Install approximately five hundred (500) feet of 1000 Jacketed Concentric Neutral (JCN) primary cable
3. Install one (1) four-way gas switch with Remote Control Switch for Generation (RCSG)

(ii) Telecommunications.

Install all required equipment (including terminal equipment) supporting the RTU, including the communications interface with the Distribution Provider's EMS. In accordance with the Interconnection Handbook, the Distribution Provider shall provide the required interface equipment at the Generating Facility necessary to connect the RTU to the Interconnection Customer's T1 circuit. Additionally, the Distribution Provider will provide the interface equipment required to connect the T1 circuit to the Distribution Provider's EMS. Notwithstanding that certain telecommunication equipment, including the telecommunications terminal equipment, will be located on the Interconnection Customer's side of the Point of Change of Ownership, the Distribution Provider shall own, operate, and maintain such telecommunication equipment as part of the Distribution Provider's Interconnection Facilities.

(iii) Metering.

1. Install meters required to meter the retail load at the Generating Facility. Notwithstanding that the meters will be located on the Interconnection Customer's side of the Point of Change of Ownership, the Distribution Provider shall own, operate, and maintain such facilities as part of the Distribution Provider's Interconnection Facilities.
2. Install meters required to meter the charging demand at the Generating Facility. Notwithstanding that the meters will be located on the Interconnection Customer's side of the Point of Change of Ownership, the Distribution Provider shall own, operate, and maintain such facilities as part of the Distribution Provider's Interconnection Facilities.

(iv) Power System Controls.

1. Install one (1) RTU at the Generating Facility to monitor typical generation elements such as MW, MVAR, terminal voltage and circuit breaker status for the Generating Facility and plant auxiliary load, and transmit the information received thereby to the Distribution Provider's grid control center. Notwithstanding that the RTU will be located on the Interconnection Customer's side of the Point of Change of Ownership, the Distribution Provider shall own, operate and maintain the RTU as part of the Distribution Provider's Interconnection Facilities.
2. Perform programming and in-service testing to add project to constraint management system including the addition of monitoring points.

- (v) **Real Properties.**
The Distribution Provider shall obtain easements and/or acquire land for the installation of the Distribution Provider's Interconnection Facilities.

- (vi) **Environmental Activities, Permits, and Licensing.**
Perform and/or coordinate the required environmental activities and obtain required licensing and permits for the installation of the Distribution Provider's Interconnection Facilities, including any associated telecommunication equipment, if applicable. Refer to Appendix A, section D.4 of the Phase II Interconnection Study for assumptions related to environmental activities, permits, and licensing. Where the assumptions presume that the Interconnection Customer performs part of the environmental activities on the Distribution Provider's behalf, the Interconnection Customer will be required to:
 - 1. Provide the Distribution Provider the Environmental Services Costs Declaration Form (Affidavit) of the actual costs incurred for work performed.
 - 2. Remedy any and all deficiencies under the Distribution Provider's direction, should the environmental studies and resulting reports not meet industry standards utilized in the State of California and/or by the Distribution Provider in accordance with applicable Laws and Regulations, as determined by the Distribution Provider. Otherwise, the Distribution Provider will perform the work required to cure any and all deficiencies at the sole expense of the Interconnection Customer pursuant to the GIA, and associated costs will be reflected during the true-up amendment.

2. Network Upgrades:

- (a) **Stand Alone Network Upgrades:** None identified in the Phase II Interconnection Study.

- (b) **Other Network Upgrades:**
 - (i) **Reliability Network Upgrades.** None identified in the Phase II Interconnection Study.

 - (ii) **Delivery Network Upgrades.**
 - 1. **Area Delivery Network Upgrades.**
Because the Project elected to proceed under Option A, no Area Delivery Network Upgrades were identified for the Project in the Phase II Interconnection Study.

 - 2. **Local Delivery Network Upgrades.**
None identified in the Phase II Interconnection Study.

3. Distribution Upgrades:

(a) **Distribution Upgrades - Generating Facility Output.** The Distribution Provider shall:

(i) **Shawnee 66/12 kV Substation.**

1. Install one (1) cable trench substation blister
2. Install SAS programming and point additions for bi-directional reads on the Comanche 12 kV and bus tie
3. Remove existing Comanche 12 kV line circuit relay
4. Install new Comanche 12 kV line circuit relay
5. Remove existing bus tie relay
6. Install new bus tie relay

(ii) **Comanche 12 kV Line.**

1. Remove 700 feet of 1000 jacketed concentric neutral (“JCN”) aluminum primary cable
2. Install 700 feet of 1000 JCN copper primary cable
3. Replace existing automatic recloser (AR3372) with a new automatic recloser with load encroachment features

(iii) **Real Properties.**

Obtain easements and/or acquire land for the installation of the Distribution Upgrades.

(iv) **Environmental Activities, Permits, and Licensing.**

Perform and/or coordinate the required environmental activities and obtain required licensing and permits for the installation of the Distribution Provider’s Distribution Upgrades, including any associated telecommunication equipment, if applicable. Refer to Appendix A, section D.4 of the Phase II Interconnection Study for assumptions related to environmental activities, permits, and licensing. Where the assumptions presume that the Interconnection Customer performs part of the environmental activities on the Distribution Provider’s behalf, the Interconnection Customer will be required to:

1. Provide the Distribution Provider the Environmental Services Costs Declaration Form (Affidavit) of the actual costs incurred for work performed.
2. Remedy any and all deficiencies under the Distribution Provider’s direction, should the environmental studies and resulting reports not meet industry standards utilized in the State of California and/or by the Distribution Provider in accordance with applicable Laws and Regulations, as determined by the Distribution Provider. Otherwise, the Distribution Provider will perform the work required to cure any and all deficiencies at the sole expense of the Interconnection Customer pursuant to the GIA, and associated costs will be

reflected during the true-up amendment.

- (b) **Distribution Upgrades – Firm Charging Distribution Service.** Not Applicable. The Interconnection Customer has requested As-Available Charging Distribution Service.

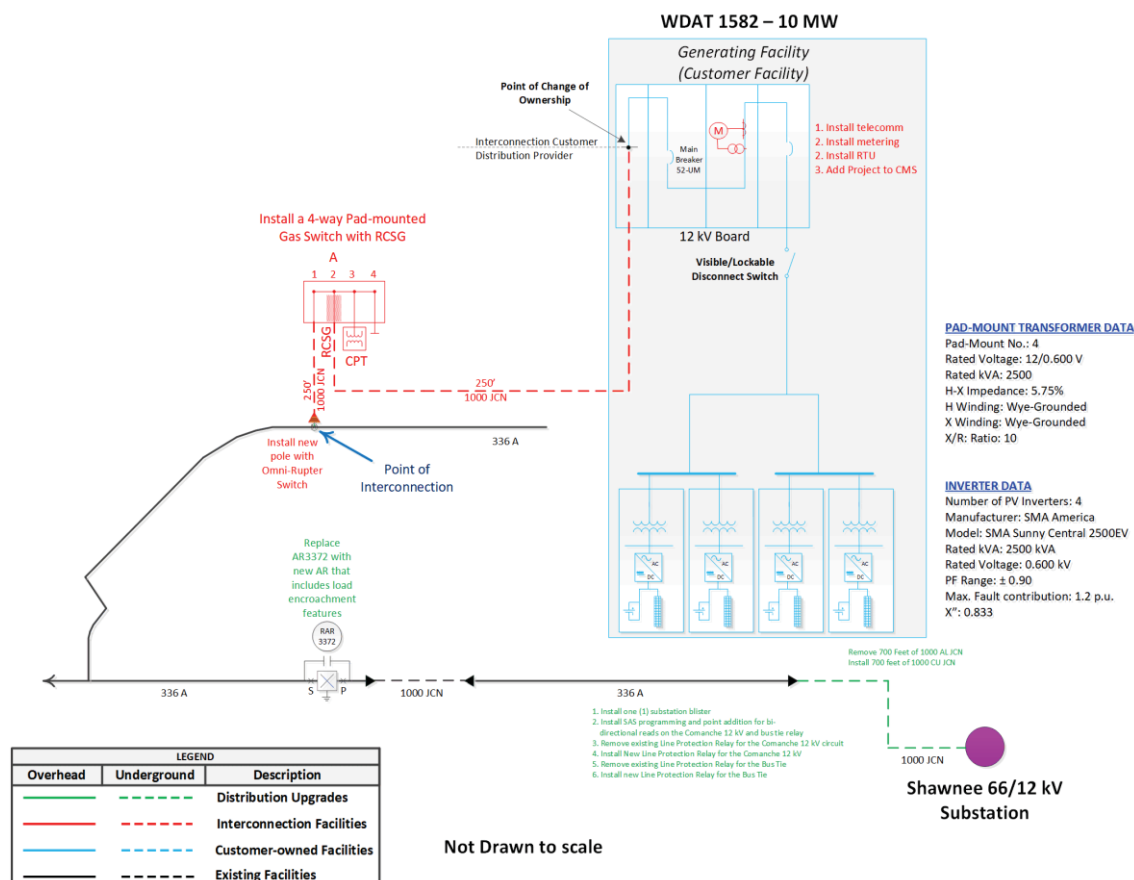
4. Point of Change of Ownership, Point of Interconnection and One-Line Diagram of Interconnection:

- (a) **Point of Change of Ownership.**

The Point of Change of Ownership shall be the point where the conductors of the Distribution Provider’s Comanche 12 kV line are connected to the Interconnection Customer’s primary switchgear pull section or Interconnection Customer owned pole.

- (b) **Point of Interconnection.** The Distribution Provider’s Comanche 12 kV line out of Shawnee 66/12 kV Substation.

- (c) **One-Line Diagram of Interconnection.**



5. Cost of Interconnection Facilities, Distribution Upgrades and Network Upgrades, Payment Schedule, On-Going Monthly Charges and Financial Security:

(a) Estimated Cost.

Element-	Interconnection Facilities Cost	Distribution Upgrades Cost	Reliability Network Upgrades Cost	Area Delivery Network Upgrades Cost	Local Delivery Network Upgrades Cost	One-Time Cost	Total
Distribution Provider's Interconnection Facilities							
Comanche 12 kV line							
1. One (1) 4-way gas switch with RCSG							
2. 500 ft of 1000 JCN primary cable							
3. Intercept circuit and install a new pole with a riser with Omni-rupter switch							
Telecom: equipment to support new RTU at customer site							
Metering Services							
PSC: dedicated RTU system for telemetry							
PSC: constraint management system – In-service testing and programming. SAS point addition and other activities							
Real Properties							
Environmental Services							
As build validation							
Subtotal							
Distribution Upgrades							
Install cable trench blister and underground duct bank system							
Real Properties							
Environmental Services							
Subtotal							
Distribution Upgrades not subject to on-going monthly charges							
Comanche 12 kV line							
• Remove 700 ft of 1000 JCN aluminum primary cable							
• Install 700 ft of 1000 JCN copper primary cable							
• Replace existing automatic recloser (AR3372) with a new AR with load encroachment features							
Shawnee 66/12 kV Substation – Install line protection relays							

Shawnee 66/12 kV Substation – Remove line protection relays								
SAS point addition – substation activities to support bi-directional reads								
Subtotal								
Reliability Network Upgrades								
None.								
Subtotal								
Area Delivery Network Upgrades								
None.								
Subtotal								
Local Delivery Network Upgrades								
None.								
Subtotal								
Total								

All amounts shown above are in nominal dollars.

The costs associated with any mitigation measures required to third party transmission systems, which result from interconnection of the Generating Facility to the Distribution Provider’s electrical system, are not reflected in this GIA.

The Interconnection Customer’s maximum cost responsibility for the costs of the Reliability Network Upgrades and Local Delivery Network Upgrades required to interconnect the Generating Facility is \$0.00, expressed in 2021 constant dollars, pursuant to the GIP.

(b) Payment Schedule.

The payment amounts shown below are based on an estimate of the costs expected to be incurred for the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades.

Payment No.	Payment Due Date	Interconnection Facilities Cost	Distribution Upgrades Cost	Reliability Network Upgrades Cost	Area Delivery Network Upgrades Cost	Local Delivery Network Upgrades Cost	One-Time Cost	Project Payment
1	Within 60 Calendar Days after the Effective Date							
2	Within 180 Calendar Days after the Effective Date							
3	Within 300 Calendar Days after the Effective Date							

4	Within 420 Calendar Days after the Effective Date	████	████████	████	████	████	████	████████
5	Within 540 Calendar Days after the Effective Date	████	████████	████	████	████	████████	████████
6	Within 660 Calendar Days after the Effective Date	████	████	████	████	████	████████	████████
Total		████████	████████	████	████	████	████████	████████

All amounts shown above are in nominal dollars.

In accordance with Article 11.4 of the GIA, transmission credits are available as follows:

- a) Transmission credits for Reliability Network Upgrades = the lesser of the sum of the payments made for Reliability Network Upgrades or \$60,000 per MW of Generating Facility capacity at the time it achieves Commercial Operation
- b) Transmission credits for Local Deliverability Network Upgrades = sum of the payments made for the Local Deliverability Network Upgrades = \$0.00

(c) On-Going Monthly Charges.

Commencing on or following the Interconnection Facilities Completion Date or Distribution Upgrades Completion Date, if applicable, each month the Distribution Provider will render bills to the Interconnection Customer for the Interconnection Facilities Charge and/or Distribution Upgrades Charge as set forth below. The Interconnection Facilities Charge and Distribution Upgrades Charge shall initially be based on the estimated Interconnection Facilities Cost and Distribution Upgrades Cost, and payments made for such Interconnection Facilities Charge and Distribution Upgrades Charge shall be subject to later adjustment to reflect actual costs.

In the event that any portion of the Distribution Provider’s Interconnection Facilities or Distribution Upgrades is not complete but, at the request of the Interconnection Customer, the Distribution Provider commences interconnection service under this GIA notwithstanding the incomplete facilities, the Distribution Provider shall commence billing, and the Interconnection Customer shall pay, the Interconnection Facilities Charge and the Distribution Upgrades Charge, as applicable, commencing on the date that such service commences.

(i) Interconnection Facilities Charge.

Effective	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities	Estimated	
		Interconnection Facilities Cost	Interconnection Facilities Charge

As of the Interconnection Facilities Completion Date	See Section 4.1 of Attachment J to the Tariff*	██████████	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Interconnection Facilities Cost
--	--	------------	--

* Attachment J to the Tariff is available at the following link: <https://www.sce.com/openaccess>

(ii) Distribution Upgrades Charge.

Effective	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities	Estimated	
		Distribution Upgrades Cost	Distribution Upgrades Charge
As of the Distribution Upgrades Completion Date	See Section 4.1 of Attachment J to the Tariff*	██████████	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Distribution Upgrades Cost

* Attachment J to the Tariff is available at the following link: <https://www.sce.com/openaccess>

(d) **Financial Security.**

(i) Interconnection Financial Security.

1. The Distribution Provider’s Interconnection Facilities: Pursuant to Article 11.5 and Appendix B of the GIA, the Interconnection Customer shall provide Interconnection Financial Security in the total amount of ██████████ (already provided) for the second posting and shall increase such amount to ██████████ for the third posting to cover the costs for constructing, procuring and installing the Distribution Provider’s Interconnection Facilities.
2. Distribution Upgrades: Pursuant to Article 11.5 and Appendix B of the GIA, the Interconnection Customer shall provide Interconnection Financial Security in the total amount of ██████████ (already provided) for the second posting and shall increase such amount to ██████████ for the third posting to cover the costs for constructing, procuring and installing the Distribution Upgrades.
3. Network Upgrades: Pursuant to Article 11.5 and Appendix B of the GIA, the Interconnection Customer shall provide Interconnection Financial Security in the total amount of \$0.00 (none identified in the Phase II Interconnection Study) for the second posting and shall increase such amount to \$0.00 (none identified in the Phase II Interconnection Study) for the third posting to cover the costs for constructing, procuring and installing the Network Upgrades.
4. To the extent that any Interconnection Financial Security is not utilized by the Distribution Provider, the release of such Interconnection Financial Security shall be made in accordance with the Interconnection Customer’s instructions.

(ii) Security Amount for Estimated Tax Liability.

Pursuant to Article 5.17.4 of the GIA, the Interconnection Customer’s estimated tax liability is as follows:

1. Estimated tax liability for Distribution Provider’s Interconnection Facilities = The sum of the product of (i) the applicable ITCC rate for the year payments are to be received, and (ii) the total of the payments to be received for the Interconnection Facilities Cost for that year.

Year(s) payments to be received	Applicable ITCC rate	Total payments to be received for Interconnection Facilities Cost	ITCC for Distribution Provider’s Interconnection Facilities
2020 & beyond	See Section 4.4 of Attachment J to the Tariff*	[REDACTED]	Applicable ITCC rate x Total payments to be received for Interconnection Facilities Cost

* The estimated tax liability is based on the applicable ITCC rate in Attachment J to the Tariff and is available at the following link: <https://www.sce.com/openaccess>

2. Estimated tax liability for Distribution Upgrades = The sum of the product of (i) the applicable ITCC rate for the year payments are to be received, and (ii) the total of the payments to be received for the Distribution Upgrades Cost for that year.

Year(s) payments to be received	Applicable ITCC rate	Total payments to be received for Distribution Upgrades Cost	ITCC for Distribution Upgrades
2020 & beyond	See Section 4.4 of Attachment J to the Tariff*	[REDACTED]	Applicable ITCC rate x Total payments to be received for Distribution Upgrades Cost

* The estimated tax liability is based on the applicable ITCC rate in Attachment J to the Tariff and is available at the following link: <https://www.sce.com/openaccess>

Based upon the total estimated tax liability, the Interconnection Customer shall provide the Distribution Provider Tax Security in the total amount as calculated above in this Section 5(d)(ii) of Appendix A of the GIA in the form of a cash deposit in an escrow account, a letter of credit, a parent guaranty or other form reasonably acceptable to the Distribution Provider, pursuant to Article 5.17.3 and Appendix B of the GIA. The letter of credit, cash deposit in an escrow account, or parent guaranty shall meet the requirements of Section 4.8 of the GIP.

Upon notification of the Annual Tax Security Reassessment, the Interconnection Customer shall modify its Tax Security accordingly. If the Annual Tax Security Reassessment results in a deficiency in the Tax Security amount, the Interconnection Customer will be required to increase its Tax Security amount within thirty (30) Calendar Days after receipt of the deficiency notification. If the Annual Tax Security Reassessment results in a reduction of the Tax Security

amount, the Interconnection Customer may choose to reduce its Tax Security amount or maintain the Tax Security in the current amount for the following year.

The Interconnection Customer's obligation to provide Tax Security shall terminate in accordance with Article 5.17.3 of this GIA. Upon termination of the Interconnection Customer's obligation to provide Tax Security, and Distribution Provider's receipt of the Interconnection Customer's written instructions regarding the release of any unused Tax Security, any unused amount of the Tax Security shall be released to the Interconnection Customer.

Appendix B to GIA

Milestones

1. The Interconnection Customer's Selected Option: Pursuant to Article 5.1 of the GIA, the Interconnection Customer has selected the Standard Option.

2. Milestone Dates:

Item	Milestone	Responsible Party	Due Date
(a)	Submit proof of insurance coverage in accordance with Article 18.3 of the GIA	Interconnection Customer	Within thirty (30) Calendar Days after the Effective Date
(b)	Submittal of written authorization to proceed with design and procurement of the Distribution Provider's Interconnection Facilities, Distribution Upgrades and Network Upgrades to the Distribution Provider, in accordance with Article 5.5.2 of the GIA	Interconnection Customer	Within thirty (30) Calendar Days after the Effective Date
(c)	Submittal of second posting of Interconnection Financial Security for the Distribution Provider's Interconnection Facilities, Distribution Upgrades and Network Upgrades to the Distribution Provider, pursuant to Article 11.5 and Section 5(d)(i) of Appendix A of the GIA	Interconnection Customer	Completed
(d)	Submittal of third posting of Interconnection Financial Security for the Distribution Provider's Interconnection Facilities, Distribution Upgrades and Network Upgrades to the Distribution Provider, pursuant to Article 11.5 and Section 5(d)(i) of Appendix A of the GIA	Interconnection Customer	On or before the start of Construction Activities
(e)	Submittal of written authorization to proceed with construction to the Distribution Provider, pursuant to Article 5.6.3 of the GIA	Interconnection Customer	Within thirty (30) Calendar Days after the Effective Date
(f)	Submittal of Tax Security for the estimated tax liability to the Distribution Provider, pursuant to	Interconnection Customer	Within thirty (30) Calendar Days after the Effective Date

Item	Milestone	Responsible Party	Due Date
	Article 5.17.3 and Section 5(d)(ii) of Appendix A of the GIA		
(g)	Submittal of initial specifications for the Interconnection Customer's Interconnection Facilities and Generating Facility, including System Protection Facilities, to the Distribution Provider, pursuant to Article 5.10.1 of the GIA	Interconnection Customer	Within thirty (30) Calendar Days after the Effective Date
(h)	Review of and comment on the Interconnection Customer's initial specifications, pursuant to Article 5.10.1 of the GIA	Distribution Provider	Within thirty (30) Calendar Days after the Interconnection Customer's submission of initial specifications
(i)	Submittal of initial information including the Distribution Provider's Transmission System information necessary to allow the Interconnection Customer to select equipment, in accordance with Article 24.2 of the GIA	Distribution Provider	Within ninety (90) Calendar Days after the Effective Date
(j)	Provide a copy of the Environmental Services Costs Declaration to the Interconnection Customer in accordance with Section 1.b and Section 3 of Appendix A of the GIA	Distribution Provider	On or before the start of Construction Activities
(k)	Submittal of final specifications for the Interconnection Customer's Interconnection Facilities and Generating Facility, including System Protection Facilities, to the Distribution Provider, as specified in Article 5.10.1 of the GIA	Interconnection Customer	At least nine (9) months prior to completion of the Distribution Provider's Interconnection Facilities, Distribution Upgrades and Network Upgrades
(l)	Review of and comment on the Interconnection Customer's final specifications, pursuant to Article 5.10.1 of the GIA	Distribution Provider	Within thirty (30) Calendar Days after the Interconnection Customer's submission of final specifications
(m)	Submittal of updated information by the Interconnection Customer, including manufacturer information, in accordance with Article 24.3 of the GIA	Interconnection Customer	No later than one hundred eighty (180) Calendar Days prior to Trial Operation

Item	Milestone	Responsible Party	Due Date
(n)	Notification of Control Area to the Distribution Provider, pursuant to Article 9.2	Interconnection Customer	At least three (3) months prior to the Initial Synchronization Date
(o)	Completion of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades	Distribution Provider	Within twenty-seven (27) months following Interconnection Customer's submittal of written authorization to proceed with design and procurement of the Distribution Provider's Interconnection Facilities, Distribution Upgrades and Network Upgrades, in accordance with Article 5.5.2 of the GIA*
(p)	Performance of a complete calibration test and functional trip test of the System Protection Facilities, pursuant to Article 9.7.4.6 of the GIA	Interconnection Customer and Distribution Provider	Prior to the In-Service Date
(q)	In-Service Date	Interconnection Customer	May 8, 2023*
(r)	Testing of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and testing of the Interconnection Customer's Interconnection Facilities and Generating Facility, all in accordance with Article 6.1 of the GIA	Interconnection Customer and Distribution Provider	At least thirty (30) Calendar Days prior to the Initial Synchronization Date
(s)	Provide the Distribution Provider written notice of the Interconnection Customer's expected date of initial synchronization of the Electric Generating Unit(s) at the Generating Facility to the Distribution System and ISO Grid	Interconnection Customer	At least fifteen (15) Calendar Days prior to the Initial Synchronization Date
(t)	Provide the Interconnection Customer written notice that the required Distribution Provider facilities have been installed and tested, and have been approved to	Distribution Provider	At least ten (10) Calendar Days prior to the Initial Synchronization Date

Item	Milestone	Responsible Party	Due Date
	allow initial synchronization of the Electric Generating Unit(s) at the Generating Facility to the Distribution System and ISO Grid and the commencement of Trial Operation in accordance with Article 6.1 of the GIA		
(u)	Provide the ISO written notice of the expected Initial Synchronization Date and of the Distribution Provider's notice approving the readiness of the required Distribution Provider facilities for initial synchronization of the Electric Generating Unit(s) at the Generating Facility to the Distribution System and ISO Grid and the commencement of Trial Operation	Interconnection Customer	At least ten (10) Calendar Days prior to the Initial Synchronization Date
(v)	Initial Synchronization Date/Trial Operation	Interconnection Customer	May 15, 2023*
(w)	Provide the ISO and Interconnection Customer written notice that the required Distribution Provider facilities have been installed and tested, and have been approved to allow the Generating Facility to operate in parallel with the Distribution System and ISO Grid	Distribution Provider	Within five (5) Calendar Days after the Initial Synchronization Date and satisfaction of the testing requirements of Articles 6.1 and 9.7.4.6 of the GIA
(x)	Commercial Operation Date	Interconnection Customer	May 22, 2023*
(y)	Provide the completed and signed Environmental Services Costs Declaration to the Distribution Provider in accordance with Sections 1.b and 3 of Appendix A of the GIA	Interconnection Customer	Within thirty (30) Calendar Days after the completion of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as reflected in milestone (o)
(z)	Submittal to the Distribution Provider of "as-built" drawings, information and documents for the Interconnection Customer's Interconnection Facilities and the	Interconnection Customer	Within one hundred twenty (120) Calendar Days after the Commercial Operation

Item	Milestone	Responsible Party	Due Date
	Electric Generating Units in accordance with Article 5.10.3 of the GIA		Date, unless otherwise agreed

* Note: Pursuant to Article 5.1.1, Distribution Provider shall use Reasonable Efforts to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the dates set forth above. In the event Distribution Provider reasonably expects that it will not be able to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified dates, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

Distribution Provider will revise the In-Service Date, Initial Synchronization Date/Trial Operation, and Commercial Operation Date upon completing a detailed engineering and designing process, if necessary.

Appendix C to GIA

Interconnection Details

- 1. Generating Facility:** All equipment and facilities comprising the Interconnection Customer's combined battery energy storage system and solar photovoltaic BCE Los Alamitos 1 generating facility in Los Alamitos, California, as disclosed by the Interconnection Customer in its Interconnection Request, as may have been amended during the Interconnection Study process, as summarized below:

Description: (i) four (4) SMA Sunny Central 2500 EV Inverters each rated at 2500 kVA (2500 kW @ unity PF) at temperatures less than or equal to 35°C but de-rated with temperature down to 2250 kVA (2250 kW @ unity PF) at 50°C to be used for the DC-coupled solar PV with energy storage, (ii) the associated infrastructure and four (4) 4.5 MVA, 12/0.6 kV pad mounted step-up transformers with an H-X impedance value of 5.75% on a 3 MVA base, (iii) meters and metering equipment, and (iv) appurtenant equipment.	
Generating Facility Output	
Total rated (gross) capacity at inverter terminals:	10.0 MW at 1.0 PF and Temp ≤ 35 °C
Total net capability at the 12 kV switchboard:	10.0 MW
Total net capacity provided under the GIA at the 12 kV switchboard:	10.0 MW
Total net capacity provided under the GIA at Point of Interconnection:	10.0 MW
Generating Facility Charging	
The Interconnection Customer has elected the following type of Charging Distribution Service under the Service Agreement for Wholesale Distribution Service:	
<input checked="" type="checkbox"/> As-Available Charging Distribution Service <input type="checkbox"/> Firm Charging Distribution Service <input type="checkbox"/> No Charging Distribution Service – storage component of the Generating Facility will charge from the output of the Electric Generating Units only	
Total rated charging capacity at inverter terminals:	10.0 MW
Total charging capability at the 12 kV switchboard:	10.0 MW
Total Charging Capacity provided under the GIA at the 12 kV switchboard:	10.0 MW
Total Charging Capacity provided under the GIA at Point of Interconnection:	10.0 MW

The Interconnection Customer has requested, and this GIA provides for, a total net output capacity of **10.0 MW** as measured at the 12 kV switchboard and **10.0 MW** at the Point of Interconnection.

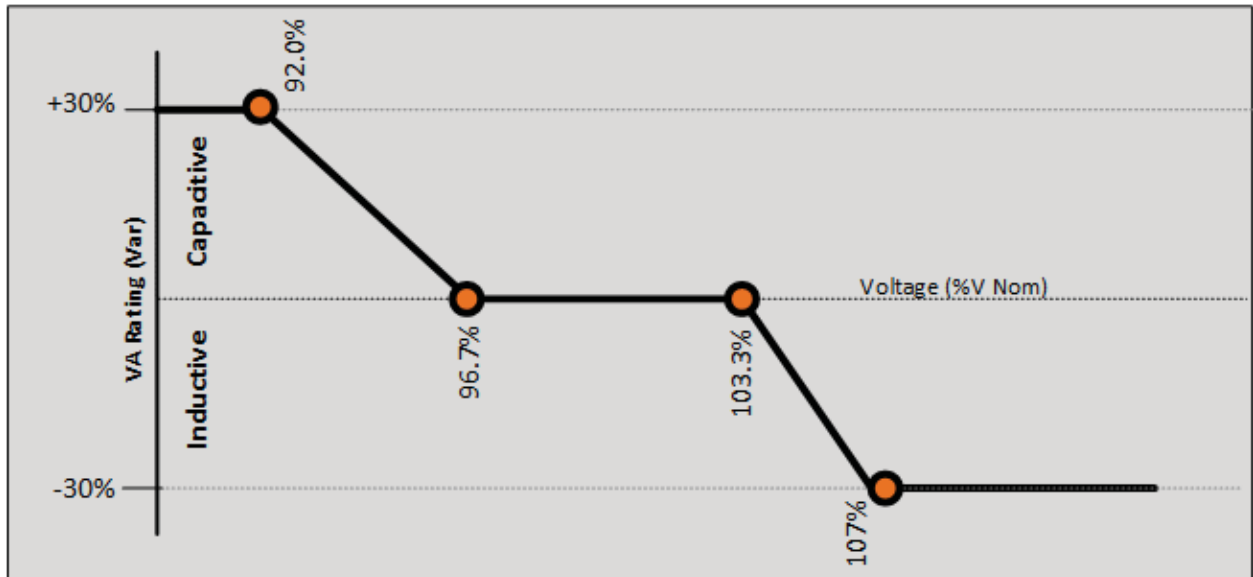
The Interconnection Customer has requested, and this GIA provides for a total Charging Capacity of **10.0 MW** as measured at the 12 kV switchboard and **10.0 MW** at the Point of Interconnection subject to any conditions specified in the Service Agreement for Wholesale Distribution Service.

The Interconnection Customer acknowledges that if the Interconnection Customer wishes to increase the amount of interconnection capacity provided pursuant to this GIA, the Interconnection Customer shall be required to submit a new Interconnection Request in accordance with the terms and conditions of the Tariff.

2. Interconnection Customer Operational Requirements:

- (a) The Interconnection Customer shall control the Generating Facility’s output and Charging Demand ramp rate so as to prevent adverse voltage conditions on the Distribution System. Such ramp rate control shall be in accordance with parameters, which may be modified from time to time by the Distribution Provider, set forth by the Distribution Provider and provided to the Interconnection Customer within thirty (30) Calendar Days following the Distribution Provider’s completion of final engineering for the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades, as applicable.
- (b) The Generating Facility will be required to operate within a 0.95 leading (boost) to 0.95 lagging (buck) power factor in accordance with Article 9.6.1.2 of the GIA. In accordance with the inverter requirements set forth in Section 3.13 of the GIP, under real-time operations, it is anticipated the Generating Facility will be required to operate as shown in the table and figure below.

Voltage Setpoint	Voltage Value	Reactive Setpoint	Reactive Value	Operation
V1	92.0%	Q1	30%	Reactive Power Injection
V2	96.7%	Q2	0	Unity Power Factor
V3	103.3%	Q3	0	Unity Power Factor
V4	107.0%	Q4	30%	Reactive Power Absorption



- (c) The Interconnection Customer shall cause the Generating Facility to participate in any RAS required to prevent thermal overloads and unstable conditions resulting from outages. Such participation shall be in accordance with applicable FERC regulations, and ISO Tariff provisions and protocols. In accordance with Good Utility Practice, the Distribution Provider will provide the Interconnection Customer advance notice of any required RAS beyond that which has already been identified in the Phase II Interconnection Study and this GIA.
- (d) Following outages of the Interconnection Facilities or the Generating Facility, the Interconnection Customer shall not energize the Generating Facility or Interconnection Customer's Interconnection Facilities for any reason without specific permission from the Distribution Provider's operations personnel. Such permission shall not be unreasonably withheld.
- (e) The Interconnection Customer shall maintain operating communications with the Distribution Provider's designated switching center. The operating communications shall include, but not be limited to, system parallel operation or separation, scheduled and unscheduled outages, equipment clearances, protective relay operations, and levels of operating voltage and reactive power.
- (f) The Interconnection Request for the Generating Facility was evaluated as part of Queue Cluster 11 and the Interconnection Customer selected Option A as the deliverability option under GIP Section 4.6.2. In accordance with the TP Deliverability allocation procedures of Section 8.9 of Appendix DD of the ISO Tariff, following the ISO's allocation of TP Deliverability, the Interconnection Customer has elected for the Generating Facility to have Energy-Only Deliverability Status. Any change in the Deliverability Status of the Generating Facility shall be made in accordance with the Tariff or ISO Tariff, as applicable.

- (g) Restrictions to Charging Operations: As specified in the Service Agreement for Wholesale Distribution Service.
- (h) Compliance with Applicable Reliability Standards: As provided in Article 4.3 of this GIA, the Interconnection Customer shall comply with all Applicable Reliability Standards for the Interconnection Customer's Interconnection Facilities and the Generating Facility. The Distribution Provider will not assume any responsibility for complying with mandatory reliability standards for such facilities and offers no opinion as to whether the Interconnection Customer must register with NERC. If required to register with NERC, the Interconnection Customer shall be responsible for complying with all Applicable Reliability Standards for the Interconnection Customer's Interconnection Facilities and the Generating Facility up to the Point of Change of Ownership, as described in Section 4 of Appendix A of this GIA.
- (i) Primary Frequency Response Operating Range for Electric Storage Resources: In accordance with Article 9.6.4.4 of the GIA, the storage component(s) of the Generating Facility as described in Section 1 of this Appendix C shall comply with the primary frequency response requirements of Articles 9.6.4, 9.6.4.1 and 9.6.4.2 of the GIA whenever such storage component(s) is operating in parallel (in generation or charging mode) with the Distribution System and is at a state of charge within the range set forth below:

Minimum state of charge: 0.0% of the upper charging limit of each storage component

Maximum state of charge: 100.0% of the upper charging limit of each storage component

Upper charging limit: 44.0 MWh for each storage component of the Generating Facility

The state of charge range specified above for the purpose of complying with the primary frequency response requirements of the GIA shall be dynamic and is subject to reevaluation and modification annually by the Distribution Provider in consultation with the Interconnection Customer and ISO, as applicable. Factors to be considered, but not limited to, in such reevaluation and potential modification may include the following: 1) the expected magnitude of frequency deviations in the interconnection, 2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection, 3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection, 4) the physical capabilities of the electric storage resource, 5) operational limitations of the electric storage resource due to manufacturer specifications, and 6) any other relevant factors agreed to by Distribution Provider and Interconnection Customer, and in consultation with the ISO as appropriate. Any change in the state of charge range specified above, or as previously determined pursuant to this Section 2(i) of Appendix C of the GIA, as the result of such reevaluation shall be provided in writing by the Distribution Provider to the Interconnection Customer in accordance with Article 15 of the GIA.

Appendix D to GIA

Security Arrangements Details

Infrastructure security of Distribution System and Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Distribution System reliability and operational security. FERC will expect the ISO, all transmission providers, market participants, and interconnection customers interconnected to the Distribution System and Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. 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
Commercial Operation Date

This Appendix E is a part of the GIA between Distribution Provider and Interconnection Customer.

[Date]

Manager, Grid Contract Management
Southern California Edison Company
P. O. Box 800
2244 Walnut Grove Avenue
Rosemead, California 91770

Re: _____ Generating Facility

Dear _____:

On **[Date]** **[Interconnection Customer]** has completed Trial Operation of Unit No. _____. This letter confirms that **[Interconnection Customer]** commenced Commercial Operation of Unit No. ____ at the Generating Facility, effective as of **[Date plus one day]**.

Thank you.

[Signature]

[Interconnection Customer Representative]

Appendix F to GIA

Addresses for Delivery of Notices and Billings

Notices:

(a) General Notices.

Distribution Provider	Interconnection Customer
Southern California Edison Company Attn: Manager, Grid Contract Management P. O. Box 800 Rosemead, CA 91770	Bright Canyon Energy Corporation Attn: Kevin Johnson One Arizona Center 400 East Van Buren Street, Suite 350 Phoenix, AZ 85004 With a copy to: Bright Canyon Energy Corporation Attn: Legal Department One Arizona Center 400 East Van Buren Street, Suite 350 Phoenix, AZ 85004

(b) Operating Communications and Notifications.

The Distribution Provider and the Interconnection Customer shall provide for operating communications through their respective designated representatives as follows:

The Parties agree to exchange the following information prior to the Initial Synchronization Date of each Electric Generating Unit:

Distribution Provider	Interconnection Customer Bright Canyon Energy Corporation
Grid Control Center/24 Hour Telephone:	Operator Name and/or Title: Control Room Operator 24 Hour Telephone:
	Operation Center Fax. No.: E-mail: Kevin.Johnson@brightcanyonenergy.com

Operational Matters, Force Majeure, and Outage Notices:

Distribution Provider	Interconnection Customer
-----------------------	--------------------------

Name/Title:	Attn: Kevin Johnson
Phone:	Phone: (480) 290-0427

For Emergencies:

Distribution Provider	Interconnection Customer
Name/Title:	Attn: Kevin Johnson
Phone:	Phone: (480) 290-0427

Billings and Payments:

Distribution Provider	Interconnection Customer
Southern California Edison Company	Bright Canyon Energy Corporation
Attn: Accounts Receivable (GCM)	Attn: Kevin Johnson
P. O. Box 800 Rosemead, CA 91771-0001	One Arizona Center 400 East Van Buren Street, Suite 350 Phoenix, AZ 85004

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

Distribution Provider	Interconnection Customer
Southern California Edison Company	Bright Canyon Energy Corporation
Attn: Manager, Grid Contract Management	Attn: Kevin Johnson
Phone: (626) 302-9640 E-mail: GridContractManagement@sce.com	Phone: (480) 290-0427 E-mail: Kevin.Johnson@brightcanyonenergy.com

Appendix G to GIA

Interconnection Customer's Share of Costs of Network Upgrades for Applicable Project Group

Type	Upgrades	Needed For	Cost factor	Cost Share (\$1000)
[Reliability /Delivery]	None	None		
[Reliability /Delivery]	None	None		
[Reliability /Delivery]	None	None		
			Total:	

Note: The amounts shown above are in nominal dollars.

Southern California Edison Company
Tariff Title: Wholesale Distribution Access Tariff
Tariff Record Title: Service Agreement No. 1140

Title Page
FERC FPA Electric Tariff

**SERVICE AGREEMENT FOR
WHOLESALE DISTRIBUTION SERVICE**

Between

SOUTHERN CALIFORNIA EDISON COMPANY

And

BRIGHT CANYON ENERGY CORPORATION

(Project: BCE Los Alamitos 1 – WDT1582)

Contract Effective Date: xx/xx/xx
905.1140.0
WDT1582

Tariff Record Proposed Effective Date: xx/xx/xx
Version Number: 0.0.0
Option Code A

SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

1. This Service Agreement, dated as of the date executed by the Distribution Customer, is entered into, by and between Southern California Edison Company ("Distribution Provider"), and Bright Canyon Energy Corporation ("Distribution Customer").
2. The Distribution Customer has been determined by the Distribution Provider to have a Completed Application for Distribution Service under the Tariff.
3. The Distribution Customer has provided to the Distribution Provider an Application deposit in the amount of \$11,250.00, in accordance with the provisions of Section 15.2 of the Tariff, if applicable.
4. Service under this Service Agreement shall commence on the later of (1) May 15, 2023, or (2) for a Wholesale Distribution Load the date on which construction of any Direct Assignment Facilities and/or Distribution System Upgrades specified in Sections 7.0 and 8.0 of the attached Specifications For Wholesale Distribution Service are completed and all additional requirements are met pursuant to Section 13.5 of the Tariff, or (3) for a Resource, the date on which construction of any facilities specified in its generator interconnection agreement are completed, or (4) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on the earliest of the following to occur: (1) the termination date of the Distribution Customer's BCE Los Alamitos 1 project Generator Interconnection Agreement between Distribution Provider and Distribution Customer executed concurrently herewith ("GIA"), or (2) the date on which Distribution Provider terminates at Distribution Provider's option, subject to FERC acceptance, if prior to the Interconnection Facilities Completion date as defined in the GIA, the Distribution Provider learns that

Distribution Customer has terminated its plan to complete and energize the BCE Los Alamitos 1 project.

5. The Distribution Provider agrees to provide and the Distribution Customer agrees to take and pay for Distribution Service in accordance with the provisions of the Tariff and this Service Agreement.

6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Distribution Provider:

Southern California Edison Company

Transmission & Distribution

Manager, Grid Contract Management

P. O. Box 800

2244 Walnut Grove Avenue

Rosemead, California 91770

Telephone No. (626) 302-9640

E-mail: GridContractManagement@sce.com

Distribution Customer:

Bright Canyon Energy Corporation

Attn: Kevin Johnson

One Arizona Center

400 East Van Buren Street, Suite 350

Phoenix, AZ 85004

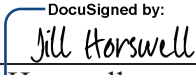
Telephone No. (480) 290-0427

E-mail: Kevin.Johnson@brightcanyonenergy.com

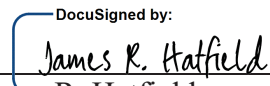
7. The Tariff and attached Specifications For Wholesale Distribution Service are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Distribution Provider:

By:	 <small>DocuSigned by: Jill Horswell</small>	Director, Grid Contracts Origination & Operations	3/26/2021
<hr/>			
	Jill Horswell	Title	Date

Distribution Customer:

By:	 <small>DocuSigned by: James R. Hatfield</small>	Treasurer	3/26/2021
<hr/>			
	James R. Hatfield	Title	Date

SPECIFICATIONS FOR WHOLESALE DISTRIBUTION SERVICE

1. Term of Transaction: See Section 4 of the Service Agreement

Service Commencement Date: See Section 4 of the Service Agreement

Termination Date: See Section 4 of the Service Agreement

2. For a Resource, a description of capacity and energy, a five-year forecast of monthly Generation, and quantity of Contract Demand, if any: Distribution Customer's BCE Los Alamitos 1 project as described in the GIA. Capacity shall be as specified in Section 6 below. Distribution Customer shall provide Distribution Provider a five-year forecast of monthly Generation.

3. Point of Receipt: Generating Facility Output – A tap on the Distribution Provider's Comanche 12 kV distribution circuit out of the Shawnee 66/12 kV Substation near structure #440777E; Charging Distribution Service – The ISO Grid at Distribution Provider's Barre Substation 220 kV bus.

Point of Delivery: Generating Facility Output – The ISO Grid at Distribution Provider's Barre Substation 220 kV bus; Charging Distribution Service – A tap on the Distribution Provider's Comanche 12 kV distribution circuit out of the Shawnee 66/12 kV Substation near structure #440777E.

Receiving Party: Generating Facility Output – The California Independent System Operator Corporation; Charging Distribution Service – The Distribution Customer.

4. Description of Wholesale Distribution Load at the Point of Delivery (including a five year forecast of monthly load requirements): Not Applicable.

5. Interruptible Wholesale Distribution Load amount (summer and winter), location and conditions/limitations (five year forecast): Not Applicable.
6. Capacity and energy to be transmitted.
 - 6.1 For Resources:

Generation: 10.0 MW.

Contract Demand (if applicable): 10.0 MW.
 - 6.2 For Wholesale Distribution Load, the estimated peak load for informational purposes only: Not Applicable.
7. Direct Assignment Facilities: Provided for in the GIA.
8. Distribution System Upgrades required prior to the commencement of service: Provided for in the GIA.
9. Real Power Loss Factors: The factor(s) set forth in Section 13.9 of the Tariff applicable to Resources interconnected at distribution voltages below 50 kV and greater than or equal to 2 kV.
10. Power Factor: The Distribution Customer is required to maintain its power factor within a range of 0.95 lagging to 0.95 leading (or, if so specified in the Service Agreement, a greater range), pursuant to Good Utility Practice. This provision recognizes that a Distribution Customer may provide reactive power support in accordance with Section 12.10 (Self Provision of Ancillary Services), of this Tariff. The operating power factor at the high-side of the Distribution Customer's generator substation or equivalent location as specified in the GIA for the output of the Resource and at the Point of Delivery for the Charging Capacity shall be at unity unless Distribution Customer is otherwise notified by the Distribution Provider to maintain a specified voltage schedule while operating within the power factor range as specified above.

11. Distribution Service under this Agreement will be subject to the charges detailed below, as applicable, unless the Distribution Customer is paying for Higher-of Facilities. For Distribution Customers with Charging Capacity, the payment obligation arises after the storage Resource commences Commercial Operation.

For Distribution Service to Charging Capacity from ISO Grid.

11.1 Monthly Customer Charge: No charge.

11.2 Monthly Charge for Charging Capacity (if applicable): No charge.

If Charging Distribution Service customer paying Demand Charge Rate

Monthly Charge = Contract Demand * Demand Charge Rate

Demand Charge Rate: Per the Tariff for Service Level: Not Applicable.

Service Type: As-Available.

11.3 Facilities Charge: The monthly Interconnection Facilities Charge and the monthly Distribution Upgrades Charge, as provided for under the GIA.

11.3 System Impact and/or Facilities Study Charge(s) (if not otherwise set forth in Attachment I to the Tariff): None.

12. Letter of credit or alternative form of security to be provided and maintained by a Wholesale Distribution Load Distribution Customer pursuant to Sections 8 and 16.4 of the Tariff: Not Applicable.

13. Operating conditions and/or limitations relating to As-Available Charging Distribution Service: Pursuant to the Distribution Provider's interconnection studies performed pursuant to Attachment I to the Tariff, restrictions on the Resource's charging operations may be implemented for reliability reasons. The restrictions under normal operating conditions will be developed after the execution of this Service Agreement and will be provided to the Distribution

Customer prior to Commercial Operation of the Resource. The Distribution Provider will monitor conditions on the Distribution System to determine the acceptable limits for the storage component of the Resource to conduct charging operations and communicate such limits to the Distribution Customer via a written schedule that is to be programmed into the Distribution Customer's control system or, upon implementation of the constraint management system pursuant to Appendix A of the GIA, an automated procedure. Failure of the Distribution Customer to limit or cease charging operations as directed by the Distribution Provider shall be subject to curtailment or disconnection in accordance with the Tariff.

14. If a Distribution Customer has Charging Capacity and retail load at the same site, the meters shall be configured to meter the retail load separately from the Charging Capacity.

Certificate Of Completion

Envelope Id: CA8F920E4B3647869501A93AB091AA0B	Status: Completed
Subject: SCE Request for Signature of WDT1582 BCE Los Alamitos 1 Project	
Custom Envelope Field: wdt	
Source Envelope:	
Document Pages: 118	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Cabral
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 700
	Rosemead, CA 91770
	michelle.cabral@sce.com
	IP Address: 192.213.136.129

Record Tracking

Status: Original	Holder: Michelle Cabral	Location: DocuSign
3/26/2021 10:13:17 AM	michelle.cabral@sce.com	

Signer Events

Jill Horswell
 Jill.Horswell@sce.com
 Director of Grid Contracts Origination and Operations
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

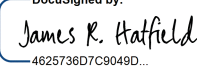
 C8A600697E374C7...
 Signature Adoption: Pre-selected Style
 Using IP Address: 47.42.201.203

Timestamp

Sent: 3/26/2021 10:20:53 AM
 Viewed: 3/26/2021 5:54:16 PM
 Signed: 3/26/2021 5:55:00 PM

Electronic Record and Signature Disclosure:
 Accepted: 1/28/2021 6:27:23 PM
 ID: 9c362842-9a87-40d7-92b6-2172f3aed2cf

James R. Hatfield
 James.Hatfield@aps.com
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

 4625736D7C9049D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 70.162.202.87
 Signed using mobile

Sent: 3/26/2021 5:55:03 PM
 Viewed: 3/26/2021 6:04:44 PM
 Signed: 3/26/2021 6:05:23 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/26/2021 6:04:44 PM
 ID: 937ef7d6-7feb-480d-b067-6de291515824

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Annette Ramos
 annette.ramos@sce.com
 Southern California Edison Company
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/26/2021 10:20:53 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Keith Ban Keith.Ban@sce.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/26/2021 10:20:53 AM Viewed: 3/26/2021 3:27:08 PM</p>
<p>Janae Camacho Janae.Camacho@sce.com Southern California Edison Company Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/26/2021 5:55:04 PM</p>
<p>Maria G Gutierrez Maria.G.Gutierrez@sce.com Analyst-Program/Project 1 SCE Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/26/2021 5:55:04 PM</p>
<p>David Schiada David.Schiada@sce.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/26/2021 6:05:26 PM</p>
<p>Napa Tayavibul Napa.Tayavibul@sce.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/26/2021 6:05:26 PM</p>
<p>Regulatory Affairs RegAffairsDocuSignNotification@sce.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/26/2021 6:05:26 PM</p>

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	3/26/2021 10:20:53 AM
Certified Delivered	Security Checked	3/26/2021 6:04:44 PM
Signing Complete	Security Checked	3/26/2021 6:05:23 PM
Completed	Security Checked	3/26/2021 6:05:26 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Southern California Edison Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Southern California Edison Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: IGInformationgovernance@sce.com

To advise Southern California Edison Company of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at IGInformationgovernance@sce.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Southern California Edison Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to IGInformationgovernance@sce.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Southern California Edison Company

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to IGInformationgovernance@sce.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Southern California Edison Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Southern California Edison Company during the course of your relationship with Southern California Edison Company.

Attachment B 4

SDG&E BCE Los Alamitos WDT1583 BCE Los Alamitos 2 GIA and DSA –
03302021 Fully Executed (Redacted)

Southern California Edison Company
Tariff Title: Wholesale Distribution Access Tariff
Tariff Record Title: Service Agreement No. 1141

FERC FPA Electric Tariff

**GENERATOR INTERCONNECTION AGREEMENT (GIA)
FOR A GENERATING FACILITY
INTERCONNECTING UNDER THE CLUSTER STUDY PROCESS
(Applicable for Queue Cluster 5 and Subsequent Queue Clusters)**

BETWEEN

BRIGHT CANYON ENERGY CORPORATION

AND

SOUTHERN CALIFORNIA EDISON COMPANY

PROJECT: BCE LOS ALAMITOS 2 (SCE WDT1583)

Contract Effective Date: xx/xx/xx
905.1141.0
WDT1583

Tariff Record Proposed Effective Date: xx/xx/xx
Version Number: 0.0.0
Option Code: A

TABLE OF CONTENTS

Page No.

Recitals..... 7

Article 1. Definitions..... 7

Article 2. Effective Date, Term, and Termination..... 21

 2.1 Effective Date..... 21

 2.2 Term of Agreement 21

 2.3 Termination Procedures 21

 2.3.1 Written Notice..... 21

 2.3.2 Default..... 21

 2.3.3 Suspension of Work..... 21

 2.4 Termination Costs 21

 2.5 Disconnection..... 22

 2.6 Survival 23

Article 3. Regulatory Filings..... 23

 3.1 Filing 23

Article 4. Scope of Service..... 23

 4.1 Interconnection Service..... 23

 4.1.1 Distribution Service Implications 23

 4.1.2 Transmission Service Implications 23

 4.2 Provision of Service 24

 4.3 Performance Standards..... 24

 4.4 No Distribution Service or Transmission Service..... 24

 4.5 Interconnection Customer Provided Services 24

 4.6 TP Deliverability 24

Article 5. Interconnection Facilities Engineering, Procurement, and Construction..... 24

 5.1 Options 24

 5.1.1 Standard Option 25

 5.1.2 Alternate Option..... 25

 5.1.3 Option to Build 25

 5.1.4 Negotiated Option..... 26

 5.1.5 Merchant Option 26

 5.2 General Conditions Applicable to Option to Build..... 26

 5.3 Liquidated Damages..... 27

 5.4 Power System Stabilizers..... 28

 5.5 Equipment Procurement..... 29

 5.6 Construction Commencement..... 29

 5.7 Work Progress 29

 5.8 Information Exchange 30

 5.9 Limited Operation 30

 5.10 Interconnection Customer’s Interconnection Facilities ('ICIF')..... 30

 5.10.1 Interconnection Customer’s Interconnection Facility Specifications 30

 5.10.2 Distribution Provider’s Review 30

 5.10.3 ICIF Construction 31

5.10.4 Interconnection Customer to Meet Requirements of the Distribution Provider’s Interconnection Handbook 31

5.11 Distribution Provider's Interconnection Facilities Construction 31

5.12 Access Rights 31

5.13 Lands of Other Property Owners 32

5.14 Permits..... 32

5.15 Early Construction of Base Case Facilities 32

5.16 Suspension..... 32

5.17 Taxes. 34

 5.17.1 Interconnection Customer Payments Not Taxable 34

 5.17.2 Representations and Covenants 34

 5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Distribution Provider..... 34

 5.17.4 Tax Gross-Up Amount..... 35

 5.17.5 Private Letter Ruling or Change or Clarification of Law 36

 5.17.6 Subsequent Taxable Events 36

 5.17.7 Contests..... 36

 5.17.8 Refund..... 37

 5.17.9 Taxes Other Than Income Taxes 38

 5.17.10 Distribution Owners Who Are Not Distribution Providers..... 38

5.18 Tax Status 39

5.19 Modification. 39

 5.19.1 General..... 39

 5.19.2 Standards..... 39

 5.19.3 Modification Costs..... 39

 5.19.4 Permitted Reductions in Output Capacity (MW Generating Capacity) of the Generating Facility..... 40

5.20 Annual Reassessment Process..... 41

Article 6. Testing and Inspection..... 41

 6.1 Pre-Commercial Operation Date Testing and Modifications..... 41

 6.2 Post-Commercial Operation Date Testing and Modifications 42

 6.3 Right to Observe Testing..... 42

 6.4 Right to Inspect 42

Article 7. Metering..... 42

 7.1 General 42

 7.2 Check Meters..... 42

 7.3 Distribution Provider Retail Metering 43

Article 8. Communications 43

 8.1 Interconnection Customer Obligations..... 43

 8.2 Remote Terminal Unit..... 43

 8.3 No Annexation 44

Article 9. Operations 44

 9.1 General 44

 9.2 Control Area Notification..... 44

 9.3 Distribution Provider Obligations 44

 9.4 Interconnection Customer Obligations..... 44

9.5 Start-Up and Synchronization 44

9.6 Reactive Power and Primary Frequency Response..... 45

 9.6.1 Power Factor Design Criteria..... 45

 9.6.1.1 Synchronous Generation..... 45

 9.6.1.2 Non-Synchronous Generation..... 45

 9.6.2 Voltage Schedules..... 45

 9.6.2.1 Voltage Regulators 46

 9.6.3 Payment for Reactive Power..... 46

 9.6.4 Primary Frequency Response 46

 9.6.4.1 Governor or Equivalent Controls..... 47

 9.6.4.2 Timely and Sustained Response 48

 9.6.4.3 Exemptions 48

 9.6.4.4 Electric Storage Resources 48

9.7 Outages and Interruptions. 49

 9.7.1 Outages. 49

 9.7.1.1 Outage Authority and Coordination 49

 9.7.1.2 Outage Schedules 49

 9.7.1.3 Outage Restoration 50

 9.7.2 Interruption of Service 50

 9.7.3 Frequency and Voltage Ride Through..... 51

 9.7.4 System Protection and Other Control Requirements..... 51

 9.7.4.1 System Protection Facilities 51

 9.7.5 Requirements for Protection 52

 9.7.6 Power Quality 53

9.8 Switching and Tagging Rules 53

9.9 Use of Interconnection Facilities by Third Parties..... 53

 9.9.1 Purpose of Interconnection Facilities..... 53

 9.9.2 Third Party Users 53

9.10 Disturbance Analysis Data Exchange 53

Article 10. Maintenance 54

 10.1 Distribution Provider Obligations 54

 10.2 Interconnection Customer Obligations..... 54

 10.3 Coordination..... 54

 10.4 Secondary Systems..... 54

 10.5 Operating and Maintenance Expenses 54

Article 11. Performance Obligation 54

 11.1 Interconnection Customer Interconnection Facilities 54

 11.2 Distribution Provider's Interconnection Facilities..... 54

 11.3 Network Upgrades and Distribution Upgrades 55

 11.3.1 Distribution Upgrades 55

 11.3.2 Reliability Network Upgrades 55

 11.3.3 Local Delivery Network Upgrades 55

 11.3.4 Area Delivery Network Upgrades 56

 11.4 Transmission Credits..... 56

 11.4.1 Repayment of Amounts Advanced for Network Upgrades 56

11.4.2 Special Provisions for Affected Systems 58

11.5 Provision of Interconnection Financial Security 59

11.6 Interconnection Financial Security and Financial Obligations Relating to Distribution
Upgrades for Firm Charging Distribution Service 59

11.6.1 Interconnection Customer Financing Higher-of Facilities for Firm Charging
Distribution Service..... 59

11.6.2 Interconnection Customer Up-Front Financing for Distribution Upgrades for Firm
Charging Distribution Service..... 59

Article 12. Invoice 59

12.1 General 60

12.2 Final Invoice..... 60

12.3 Payment..... 60

12.4 Disputes..... 60

Article 13. Emergencies..... 60

13.1 Definition 60

13.2 Obligations 61

13.3 Notice 61

13.4 Immediate Action..... 61

13.5 Distribution Provider Authority. 61

13.5.1 General..... 61

13.5.2 Reduction and Disconnection 62

13.6 Interconnection Customer Authority..... 62

13.7 Limited Liability 62

Article 14. Regulatory Requirements and Governing Law 63

14.1 Regulatory Requirements..... 63

14.2 Governing Law..... 63

Article 15. Notices..... 63

15.1 General 63

15.2 Billings and Payments..... 63

15.3 Alternative Forms of Notice..... 63

15.4 Operations and Maintenance Notice 64

Article 16. Uncontrollable Force 64

16.1 Uncontrollable Force..... 64

Article 17. Default..... 64

17.1 Default..... 64

17.1.1 General..... 64

17.1.2 Right to Terminate 64

Article 18. Indemnity, Consequential Damages and Insurance 65

18.1 Indemnity 65

18.1.1 Indemnified Person 65

18.1.2 Indemnifying Party 65

18.1.3 Indemnity Procedures 65

18.2 Consequential Damages 66

18.3 Insurance 66

Article 19. Assignment..... 69

19.1 Assignment..... 69

Article 20. Severability 70
20.1 Severability..... 70

Article 21. Comparability 70
21.1 Comparability..... 70

Article 22. Confidentiality..... 70
22.1 Confidentiality..... 70
22.1.1 Term..... 70
22.1.2 Scope..... 70
22.1.3 Release of Confidential Information..... 71
22.1.4 Rights 71
22.1.5 No Warranties 71
22.1.6 Standard of Care 71
22.1.7 Order of Disclosure..... 72
22.1.8 Termination of Agreement..... 72
22.1.9 Remedies..... 72
22.1.10 Disclosure to FERC, its Staff, or a State 72

Article 23. Environmental Releases 73

Article 24. Information Requirements..... 73
24.1 Information Acquisition 73
24.2 Information Submission by Distribution Provider..... 74
24.3 Updated Information Submission by Interconnection Customer..... 74
24.4 Information Supplementation..... 74

Article 25. Information Access and Audit Rights 75
25.1 Information Access 75
25.2 Reporting of Non-Uncontrollable Force Events 75
25.3 Audit Rights 75
25.4 Audit Rights Periods. 76
25.4.1 Audit Rights Period for Construction-Related Accounts and Records..... 76
25.4.2 Audit Rights Period for All Other Accounts and Records..... 76
25.5 Audit Results..... 76

Article 26. Subcontractors 76
26.1 General 76
26.2 Responsibility of Principal 76
26.3 No Limitation by Insurance..... 77

Article 27. Disputes..... 77
27.1 Submission 77
27.2 External Arbitration Procedures..... 77
27.3 Arbitration Decisions 77
27.4 Costs..... 78

Article 28. Representations, Warranties, and Covenants 78
28.1 General. 78
28.1.1 Good Standing 78
28.1.2 Authority 78
28.1.3 No Conflict..... 78
28.1.4 Consent and Approval..... 78

Article 29. [Reserved] 78

Article 30. Miscellaneous..... 78

30.1 Binding Effect 79

30.2 Conflicts 79

30.3 Rules of Interpretation..... 79

30.4 Entire Agreement 79

30.5 No Third Party Beneficiaries..... 79

30.6 Waiver 80

30.7 Headings..... 80

30.8 Multiple Counterparts 80

30.9 Amendment 80

30.10 Modification by the Parties..... 80

30.11 Reservation of Rights 80

30.12 No Partnership 80

Appendix A – Description of Interconnection Facilities, Network Upgrades, Distribution Upgrades, Costs, and Financial Security for Interconnection Service and Charging Distribution Service

Appendix B – Milestones

Appendix C – Interconnection Details

Appendix D – Security Arrangements Details

Appendix E – Commercial Operation Date

Appendix F – Addresses for Delivery of Notices and Billings

Appendix G – Interconnection Customer’s Share of Costs of Network Upgrades for Applicable Project Group

GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT (“GIA” or “Agreement”) is made and entered into 3/30/2021, by and between Bright Canyon Energy Corporation, a corporation organized and existing under the laws of the State of Delaware (“Interconnection Customer” with a Generating Facility), and Southern California Edison Company, a corporation organized and existing under the laws of the State of California (“Distribution Provider and/or Distribution Owner”). Interconnection Customer and Distribution Provider each may be referred to as a “Party” or collectively as the “Parties.”

Recitals

WHEREAS, Distribution Provider operates the Distribution System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Distribution Provider have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Distribution System;

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

When used in this Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Tariff.

Article 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 Distribution Provider’s Distribution 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 Distribution Provider's Distribution System in accordance with Good Utility Practice.

Annual Tax Security Reassessment shall mean the annual reassessment of the current tax liability in accordance with the directives of FERC Orders 2003-A and 2003-B associated with Article 5.17.4 of the GIA which will commence the first year after Interconnection Customer's in-service date.

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 reliability council applicable to the Distribution 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 Control Area of the Distribution System to which the Generating Facility is directly interconnected, including the requirements pursuant to Section 215 of the Federal Power Act.

Area Deliverability Constraint shall mean a Transmission System operating limit that either (a) would constrain the deliverability of a substantial number of generators if the ISO were to assign Full Capacity Deliverability Status or Partial Capacity Deliverability Status to additional generating facilities in one or more specified geographic or electrical areas of the ISO Grid in a total amount that is greater than the TP Deliverability for those areas; (b) constrains a quantity of generation in a local area of the grid that is larger than the generation amount identified in the applicable transmission planning process portfolio for the entire portfolio area; or (c) constrains all or most of the same generation already constrained by a previously identified Area Deliverability Constraint.

Area Delivery Network Upgrades shall mean a transmission upgrade or addition identified by the ISO to relieve an Area Deliverability Constraint.

Area Delivery Network Upgrades Cost shall mean the Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Area Delivery Network Upgrades constructed and owned by the Distribution Provider. The Area Delivery Network Upgrades Cost is provided in Section 5 of Appendix A to the GIA.

As-Available Charging Distribution Service shall mean the Distribution Service provided under a Service Agreement for Wholesale Distribution Service, subject to available capacity on the Distribution System, as may be adjusted in the future by factors such as changes in load, Resources, and Firm Charging Distribution Service, or modifications to the Distribution System, and any operating conditions and/or limitations as may be set forth in the Service

Agreement for Wholesale Distribution Service, and is subject to Curtailment in accordance with Section 12.7.3 of the Tariff.

Base Case shall mean data including, but not limited to, base power flow, short circuit, and stability data bases, underlying load, generation, and transmission facility assumptions, contingency lists, including relevant special protection systems, and transmission diagrams used to perform Phase I Interconnection and Phase II Interconnection Studies. The Base Case may include Critical Energy Infrastructure Information (as that term is defined by FERC). The Base Case shall include transmission facilities as approved by the Distribution Provider or ISO, as applicable, and Distribution Upgrades and Network Upgrades associated with generating facilities in (iv) below and generating facilities that (i) are directly interconnected to the Distribution System or ISO Grid; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending request to interconnect to the Distribution System or an Affected System; or (iv) are not interconnected to the Distribution System or ISO Grid, but are subject to a fully executed generator interconnection agreement (or its equivalent predecessor agreement) or for which an unexecuted generator interconnection agreement (or its equivalent predecessor agreement) has been requested to be filed with FERC.

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

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

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

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

Charging Capacity shall mean the load associated with the storage component of a Generating Facility charged from the Distribution System that is used for later redelivery of the associated energy, net of Resource losses, to the Distribution System. Charging Capacity does not include load that is subject to the Distribution Provider's retail tariff.

Charging Distribution Service shall mean Firm Charging Distribution Service and As-Available Charging Distribution Service.

Cluster Application Window shall mean a period of time specified by the Distribution Provider in which Interconnection Requests will be accepted for processing under the Cluster Study Process as set forth in Section 4.1 of the GIP.

Cluster Study Process shall mean the interconnection study process set forth in GIP Section 4.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale or has commenced storing electrical energy for later resale, excluding electrical energy generated or stored during Trial Operation.

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

Confidential Information shall mean 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.

Construction Activities shall mean actions by the Distribution Provider that result in irrevocable financial commitments for the purchase of major electrical equipment or land for Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer that occur after receipt of the appropriate governmental approvals needed for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Contract Demand shall mean the quantity of Charging Capacity of a Generating Facility that includes storage as set forth in the Service Agreement for Wholesale Distribution Service.

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

Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities shall have the meaning assigned to it in Attachment J of the Tariff. The currently effective Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities is as provided in Attachment J of the Tariff.

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

Delivery Network Upgrades shall mean the transmission facilities at or beyond the point where the Distribution Provider's Distribution System interconnects to the ISO Grid, other than Reliability Network Upgrades, identified in the Interconnection Studies to relieve constraints on the ISO Grid. Delivery Network Upgrades may be further classified as Local Delivery Network Upgrades or Area Delivery Network Upgrades.

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 Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the GIA to the extent necessary.

Distribution Provider shall mean the public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Distribution 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. Distribution Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Distribution Service shall mean the wholesale distribution service provided under the Tariff, including Charging Distribution Service.

Distribution System shall mean those non-ISO transmission and distribution facilities owned, controlled and operated by the Distribution Provider that are used to provide Distribution Service under the Tariff, which facilities and equipment are 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 the Distribution 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.

Distribution Upgrades Charge shall mean the monthly charge to the Interconnection Customer to recover the revenue requirements for the Distribution Provider's Distribution Upgrades, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the Distribution Upgrades Cost. The Distribution Upgrades Charge is provided in Section 5 of Appendix A to the GIA.

Distribution Upgrades Completion Date shall mean the date upon which the construction of the Distribution Upgrades is complete and such facilities are successfully tested and ready for service.

Distribution Upgrades Cost shall mean the Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades. The Distribution Upgrades Cost is provided in Section 5 of Appendix A to the GIA.

Effective Date shall mean the date on which the GIA becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Electric Generating Unit shall mean an individual electric generator or storage device and its associated plant and apparatus whose electrical output is capable of being separately identified and metered.

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 Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Distribution Provider's Distribution System, Distribution Provider's Interconnection Facilities or the electric systems of others to which the Distribution Provider's Distribution 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 the Distribution 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 and 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 (Commission) or its successor.

Firm Charging Distribution Service shall mean the Distribution Service provided under a Service Agreement for Wholesale Distribution Service which is planned for and has a Curtailment priority set forth in Section 12.7.4 of the Tariff.

Full Capacity Deliverability Status entitles a Generating Facility interconnected with the Distribution System to a Net Qualifying Capacity (as defined in the ISO Tariff) amount on the ISO Grid that could be as large as its Qualifying Capacity (as defined in the ISO Tariff) and may be less pursuant to the assessment of its Net Qualifying Capacity by the ISO.

Generating Facility shall mean Interconnection Customer's Electric Generating Unit(s) used for the production and/or storage for later injection of electricity identified in the

Interconnection Request, but shall not include the 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 Electric Generating Units.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Generating Facility processed pursuant to the Cluster Study Process of the Generator Interconnection Procedures, a *pro forma* version of which is set forth in Appendix 5 to the GIP.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility set forth in Attachment I of the Distribution Provider's Tariff.

Generator Interconnection Study Process Agreement shall mean the agreement between the Distribution Customer and the Interconnection Customer for conducting the Interconnection Studies for a proposed Generating Facility under the Cluster Study Process, a *pro forma* version of which is set forth in Appendix 3 of the GIP.

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, Distribution Provider, or any Affiliate thereof.

Group Study shall mean the process whereby more than one Interconnection Request are studied together, instead of individually, for the purpose of conducting one or more of the Interconnection Studies or analyses therein.

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.

Higher of Facilities shall mean the Distribution System Upgrades identified pursuant to Attachment K to the Tariff and identified in Appendix A of the GIA as being the cost responsibility of a Firm Charging Distribution Service customer under the higher-of pricing test.

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 the Interconnection Customer reasonably expects it will be ready to begin use of the Distribution Provider's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including the Distribution Provider, Distribution Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Distribution Provider's Distribution 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 Distribution Provider's Distribution System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Distribution Provider's Interconnection Facilities and the 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 Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Charge shall mean the monthly charge to the Interconnection Customer to recover the revenue requirements for the Distribution Provider's Interconnection Facilities, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Section 5 of Appendix A to the GIA.

Interconnection Facilities Completion Date shall mean the date upon which the construction of the Distribution Provider's Interconnection Facilities is complete and such facilities are successfully tested and ready for service.

Interconnection Facilities Cost shall mean all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering,

procurement, construction and installation of the Distribution Provider's Interconnection Facilities. The Interconnection Facilities Cost is provided in Section 5 of Appendix A to the GIA.

Interconnection Financial Security shall have the meaning assigned to it in the GIP. Interconnection Financial Security includes any financial security required for a request for Firm Charging Distribution Service.

Interconnection Handbook shall mean a handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. Distribution Provider's standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

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 Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Distribution Provider's Distribution System.

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

Interconnection Study shall mean any of the following studies: the Phase I Interconnection Study and the Phase II Interconnection Study described in Section 4.5 and Section 4.6 of the GIP.

Interconnection Study Cycle shall mean all requirements, actions, and respective obligations of the Distribution Provider and Interconnection Customer under the GIP applicable to an Interconnection Request submitted in a particular Cluster Application Window through execution by the parties of a GIA, or submission to FERC by Distribution Provider of an unexecuted GIA pursuant to Section 9 of the GIP.

IRS shall mean the Internal Revenue Service.

ISO shall mean the California Independent System Operator Corporation, a state-chartered, nonprofit, corporation that controls certain transmission facilities of all Participating Transmission Owners and dispatches certain generating units and loads.

ISO Grid shall mean the system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the ISO's operational control.

ISO Tariff shall mean the California Independent System Operator Corporation Operating Agreement and Tariff, dated March 31, 1997, as it may be modified from time to time, and accepted by the FERC.

ISO's Generator Interconnection Procedures (ISO Tariff GIP) shall mean the procedures included in Appendix Y of the ISO Tariff to interconnect a Generating Facility directly to the ISO Grid, as such procedures may be modified from time to time, and accepted by the Commission.

ITCC (Income Tax Component of Contribution) shall have the meaning assigned to it in Attachment J of the Tariff.

Local Deliverability Constraint shall mean a Transmission System operating limit that would be exceeded if the ISO were to assign Full Capacity Deliverability Status or Partial Capacity Deliverability Status to one or more additional generating facilities interconnecting to the ISO Grid in a specific local area, and that is not an Area Deliverability Constraint.

Local Delivery Network Upgrades shall mean a transmission upgrade or addition identified by the ISO to relieve a Local Deliverability Constraint.

Local Delivery Network Upgrades Cost shall mean the Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Local Delivery Network Upgrades constructed and owned by the Distribution Provider. The Local Delivery Network Upgrades Cost is provided in Section 5 of Appendix A to the GIA.

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 Party.

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 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 Upgrades shall mean Delivery Network Upgrades and Reliability Network Upgrades.

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.

Off-Peak Deliverability Assessment shall mean the technical study performed under Section 4.5.4.2.2 of the GIP.

On-Peak Deliverability Assessment shall mean the technical study performed under Section 4.5.4.2.1 of the GIP.

One-Time Cost shall mean all costs determined by the Distribution Provider to be associated with the installation of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, Reliability Network Upgrades, or Delivery Network Upgrades which are not capitalized. The One-Time Cost is provided in Section 5 of Appendix A to the GIA.

Operational Control shall mean the rights of the ISO under the Transmission Control Agreement and the ISO Tariff to direct the parties to the Transmission Control Agreement how to operate their transmission lines and facilities and other electric plant affecting the reliability of those lines and facilities for the purpose of affording comparable non-discriminatory transmission access and meeting applicable reliability criteria.

Option (A) Generating Facility shall mean a Generating Facility for which the Interconnection Customer has selected Option (A) as the deliverability option under GIP Section 4.6.2.

Option (B) Generating Facility shall mean a Generating Facility for which the Interconnection Customer has selected Option (B) as the deliverability option under GIP Section 4.6.2.

Partial Capacity Deliverability Status entitles a Generating Facility interconnected with the Distribution System to a Net Qualifying Capacity (as defined in the ISO Tariff) amount on the ISO Grid that cannot be larger than a specified amount of its Qualifying Capacity (as defined in the ISO Tariff), and may be less pursuant to the assessment of its Net Qualifying Capacity by the ISO.

Participating Transmission Owner shall mean an entity which (i) owns, operates, and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (ii) has transferred to the ISO operational control of such facilities and/or entitlements to be made part of the ISO Grid.

Party or Parties shall mean Distribution Provider, Distribution Owner, Interconnection Customer or any combination of the above.

Phase I Interconnection Study shall mean an engineering study conducted by the Distribution Provider, that evaluates the impact of the proposed interconnection on the safety and reliability of the Distribution System, ISO Grid, and, if applicable, an Affected System. The portion of the study required to evaluate the impacts on the ISO Grid will be coordinated with the ISO and will be completed in a manner consistent with the ISO Tariff GIP. The study shall identify and detail the system impacts that would result if the Generating Facility(ies) were interconnected without identified project modifications or system modifications, as provided in the On-Peak Deliverability Assessment or Off-Peak Deliverability Assessment, and other potential impacts, including but not limited to those identified in the Scoping Meeting as described in the GIP. The study will also identify the approximate total costs of mitigating these impacts, along with an equitable allocation of those costs to Interconnection Customers for their individual Generating Facilities.

Phase II Interconnection Study shall mean an engineering and operational study conducted by the Distribution Provider to determine the Point of Interconnection and a list of facilities (including Distribution Provider's Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Stand Alone Network Upgrades), the estimated cost of those facilities, and the estimated time required to interconnect the Generating Facility(ies) with the Distribution System. The portion of the study required to evaluate the impacts on the ISO Grid will be coordinated with the ISO and will be completed in a manner consistent with the ISO Tariff GIP.

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

Point of Interconnection shall mean the point, as set forth in Appendix A to the GIA, where the Interconnection Facilities connect to the Distribution Provider's Distribution System.

Pre-Construction Activities shall mean the actions by the Distribution Provider, other than those required by an Engineering and Procurement Agreement under Section 8 of the GIP, undertaken prior to Construction Activities in order to prepare for the construction of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer, including, but not limited to, preliminary engineering, permitting activities, environmental analysis, or other activities specifically needed to obtain governmental approvals for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Queue Cluster shall mean a set of Interconnection Requests in an Interconnection Study Cycle processed pursuant to the Cluster Study Process.

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.

Reliability Network Upgrades shall mean the transmission facilities at or beyond the point where the Distribution Provider's Distribution System interconnects to the ISO Grid,

necessary to interconnect one or more Generating Facility(ies) safely and reliably to the ISO Grid, which would not have been necessary but for the interconnection of one or more Generating Facility(ies), including Network Upgrades necessary to remedy short circuit or stability problems, or thermal overloads. Reliability Network Upgrades shall only be deemed necessary for system operating limits, occurring under any system condition, which system operating limits cannot be adequately mitigated through the ISO's congestion management, operating procedures, or special protection systems based on the characteristics of the Generating Facilities included in the Interconnection Studies, limitations on market models, systems, or information, or other factors specifically identified in the Interconnection Studies. Reliability Network Upgrades also include, consistent with the Applicable Reliability Council's practice and Applicable Reliability Standards, the facilities necessary to mitigate any adverse impact the Generating Facility's interconnection may have on a path's Applicable Reliability Council rating.

Reliability Network Upgrades Cost shall mean the Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Reliability Network Upgrades. The Reliability Network Upgrades Cost is provided in Section 5 of Appendix A to the GIA.

Remedial Action Scheme (RAS) shall mean a scheme designed to detect predetermined system conditions and automatically take corrective actions that may include, but are not limited to, adjusting or tripping generation.

Results Meeting shall mean the meeting among the Distribution Provider, the Interconnection Customer, and, if applicable, the ISO and other Affected System operators to discuss the results of the Phase I Interconnection Study as set forth in Section 4.5.7 of the GIP.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer and Distribution Provider, and if applicable, the ISO, 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 Exclusivity shall mean documentation reasonably demonstrating: (1) For private land: (a) Ownership of, a leasehold interest in, or a right to develop property upon which the Generating Facility will be located consisting of a minimum of 50% of the acreage reasonably necessary to accommodate the Generating Facility; or (b) an option to purchase or acquire a leasehold interest in property upon which the Generating Facility will be located consisting of a minimum of 50% of the acreage reasonably necessary to accommodate the Generating Facility. (2) For Public land, including that controlled or managed by any federal, state or local agency, a final, non-appealable permit, license, or other right to use the property for the purpose of generating electric power and in acreage reasonably necessary to accommodate the Generating Facility, which exclusive right to use public land under the management of the federal Bureau of Land Management shall be in a form specified by the Bureau of Land Management.

Site Exclusivity Deposit shall mean the cash deposit provided to the Distribution Provider by Interconnection Customers under Section 4.2.1 of the GIP as an option in lieu of demonstrating Site Exclusivity for a valid Interconnection Request and treated in accordance with Section 4.2.1.2 of the GIP.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Distribution Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the GIA.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Distribution Provider's Distribution System, the ISO Grid, and Affected Systems 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 Distribution Provider's Distribution System, the ISO Grid or on other delivery systems or other generating systems to which the Distribution Provider's Distribution System and Transmission System is directly connected.

Tariff shall mean the Wholesale Distribution Access Tariff, the Distribution Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Tax Security shall mean the Interconnection Customer's provision of security with respect to the Interconnection Customer's tax indemnification obligations, provided in accordance with Article 5.17.3. The Tax Security is provided in Section 5 of Appendix A to the GIA.

TP Deliverability shall mean the capability, measured in MW, of the ISO Grid as modified by transmission upgrades and additions modeled or identified in the annual Transmission Plan to support the interconnection with Full Capacity Deliverability Status or Partial Capacity Deliverability Status of additional Generating Facilities in a specified geographic or electrical area of the ISO Grid.

Transmission Control Agreement shall mean ISO FERC Electric Tariff No. 7.

Transmission Plan shall mean the report prepared by the ISO on an annual basis pursuant to Section 24 of the ISO Tariff, which documents the outcome of the ISO's transmission planning process by which the ISO assesses the ISO Grid.

Transmission System shall mean those transmission facilities owned by the Distribution Provider that have been placed under the ISO's Operational Control and are part of the ISO Grid.

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.

Uncontrollable Force shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force event does not include acts of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.

Article 2. Effective Date, Term, and Termination

2.1 Effective Date. This GIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Distribution Provider shall promptly file this GIA with FERC upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of thirty-five (35) years from the Effective Date (term specified in individual agreements to be ten (10) years or such other longer period as the 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 Distribution Provider ninety (90) Calendar Days advance written notice, or by Distribution Provider notifying FERC 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 Suspension of Work. This GIA may be deemed terminated in accordance with Article 5.16.

2.3.4 Notwithstanding Articles 2.3.1 and 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this GIA, which notice has been accepted for filing by FERC, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4.

2.4 Termination Costs. If a Party elects to terminate this Agreement 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, that are the responsibility of the Terminating Party under this GIA. 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 ordered or approved by FERC:

2.4.1 With respect to any portion of Distribution Provider's Interconnection Facilities that have not yet been constructed or installed, Distribution 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 Distribution 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 Distribution Provider for any or all such costs of materials or equipment not taken by Interconnection Customer, Distribution Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Distribution Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this GIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Distribution Upgrades and Network Upgrades for which Distribution Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

2.4.2 Distribution 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 Distribution 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 Distribution 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

- 3.1 Filing.** Distribution 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 Distribution Provider with respect to such filing and to provide any information reasonably requested by Distribution Provider needed to comply with applicable regulatory requirements.

Article 4. Scope of Service

- 4.1 Interconnection Service.** Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Distribution System and be eligible to deliver power to the ISO Grid, or receive for the Charging Capacity, power from the ISO Grid using the capacity of the Distribution System. To the extent Interconnection Customer wants to receive Interconnection Service, Distribution Provider shall construct facilities identified in Appendices A and C that the Distribution Provider is responsible to construct.
- 4.1.1 Distribution Service Implications.** Interconnection Customer will be eligible to deliver power from the Generating Facility to Distribution Provider's Distribution System or receive power from the Distribution System for the Charging Capacity pursuant to the Tariff. The Interconnection Customer may not deliver or receive power over the Distribution Provider's Distribution System absent procuring Distribution Service. The Interconnection Customer must apply for Distribution Service pursuant to Section 15.2 of the Tariff and meet the conditions specified in Section 14 of the Tariff to be eligible for Distribution Service.
- 4.1.2 Transmission Service Implications.** Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver or receive power to or from the Generating Facility to any particular load or resource on the ISO Grid without incurring congestion costs. In the event of transmission constraints on the ISO Grid, Interconnection Customer's Generating Facility shall be subject to the applicable congestion management procedures in the ISO Tariff in the same manner as all other resources. The Interconnection Customer shall be solely responsible for completing all of the necessary

arrangements required under the ISO Tariff to be eligible to schedule the output and Charging Capacity of its resource.

- 4.2 Provision of Service.** Distribution Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.
- 4.3 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. If such Party is a Distribution Provider or Distribution Owner, then that Party shall amend the GIA and submit the amendment to FERC for approval.
- 4.4 No Distribution Service or Transmission Service.** The execution of this GIA does not entitle the Interconnection Customer to Distribution Service under the Tariff or transmission service under the ISO Tariff and does not convey any right to the Interconnection Customer to deliver electricity generated or stored for later injection using the Distribution System. An Interconnection Customer must execute a Service Agreement for Wholesale Distribution Service to obtain Distribution Service under the Tariff.
- 4.5 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this GIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 9.6.3.
- 4.6 TP Deliverability.** To the extent that an Interconnection Customer is eligible for and has been allocated TP Deliverability pursuant to Section 8.9 of Appendix DD of the ISO Tariff, the Interconnection Customer's retention of such allocated TP Deliverability shall be contingent upon satisfying the obligations set forth in Section 4.6.13 of the GIP. In the event that the Interconnection Customer does not retain allocated TP Deliverability with regard to any portion of the Generating Facility, such portion of the Generating Facility shall be deemed to receive Interconnection Service under this GIA as Energy Only Deliverability Status (as such term is defined in the ISO Tariff).

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

- 5.1 Options.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option, Alternate Option, or, if eligible in accordance with ISO Tariff requirements, Merchant Option, set forth below for completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as set forth in Appendix A, Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.

5.1.1 Standard Option. Distribution Provider shall design, procure, and construct Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, using Reasonable Efforts to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the dates set forth in Appendix B, Milestones. Distribution 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 Distribution Provider reasonably expects that it will not be able to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified dates, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by Interconnection Customer are acceptable to Distribution Provider, Distribution Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Distribution Upgrades by the designated dates.

If Distribution Provider subsequently fails to complete Distribution Provider's Interconnection Facilities and Distribution Upgrades by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output or operation in charging mode, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B, Milestones; Distribution Provider shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the ISO refuses to grant clearances to install equipment.

5.1.3 Option to Build. If the dates designated by Interconnection Customer are not acceptable to Distribution Provider, Distribution Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. Distribution Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option. This provision only applies to Generating Facilities larger than 20 MW.

5.1.4 Negotiated Option. If Interconnection Customer elects not to exercise its option under Article 5.1.3, Option to Build, Interconnection Customer shall so notify Distribution Provider within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Distribution Provider is responsible for the design, procurement and construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Distribution Provider shall assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades pursuant to 5.1.1, Standard Option.

5.1.5 Merchant Option. In addition to any Option to Build set forth in Article 5.1.3 of this GIA, an Interconnection Customer having an Option (B) Generating Facility may elect, pursuant to the ISO Tariff, to have a party other than the Distribution Provider construct some or all of the Local Delivery Network Upgrades and Area Delivery Network Upgrades for which the Interconnection Customer has the obligation to fund and which are not subject to reimbursement. Such Local Delivery Network Upgrades and Area Delivery Network Upgrades will be constructed and incorporated into the ISO Grid pursuant to the provisions for merchant transmission facilities in ISO Tariff Sections 24.4.6.1 and 36.11.

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades,

(1) Interconnection Customer shall engineer, procure equipment, and construct Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Distribution Provider;

(2) Interconnection Customer's engineering, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Distribution Provider would be subject in the engineering, procurement or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Distribution Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(4) prior to commencement of construction, Interconnection Customer shall provide to Distribution Provider a schedule for construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Distribution Provider;

(5) at any time during construction, Distribution Provider shall have the right to gain unrestricted access to Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Distribution Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify Distribution Provider for claims arising from Interconnection Customer's construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) Interconnection Customer shall transfer control of Distribution Provider's Interconnection Facilities to the Distribution Provider and shall transfer Operational Control of Stand Alone Network Upgrades to the ISO;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Distribution Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Distribution Provider;

(10) Distribution Provider shall approve and accept for operation and maintenance Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Distribution Provider "as-built" drawings, information, and any other documents that are reasonably required by Distribution Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Distribution Provider.

5.3 Liquidated Damages. The actual damages to Interconnection Customer, in the event Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Distribution Provider pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this

time. Because of such uncertainty, any liquidated damages paid by Distribution Provider to Interconnection Customer in the event that Distribution Provider does not complete any portion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, in the aggregate, for which Distribution Provider has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades for which Distribution Provider has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Distribution Provider to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this GIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Distribution Provider's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades to take the delivery of power for the Generating Facility's Trial Operation or to export power from the Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades to take the delivery of power for Generating Facility's Trial Operation or to export power from the Generating Facility, but for Distribution Provider's delay; (2) Distribution Provider's failure to meet the specified dates is the result of the action or inaction of Interconnection Customer or any other Interconnection Customer who has entered into a GIA with Distribution Provider, action or inaction by the ISO, or any cause beyond Distribution Provider's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

5.4 Power System Stabilizers. The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and in accordance with the provisions of Section 4.6.5.1 of the ISO Tariff. Distribution 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. If the Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Distribution Provider and Distribution Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators of the induction type.

5.5 Equipment Procurement. If responsibility for construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades is to be borne by Distribution Provider, then Distribution Provider shall commence design of Distribution Provider's Interconnection Facilities, Distribution Upgrades, 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:

5.5.1 Distribution Provider has completed the Interconnection Studies pursuant to the Generator Interconnection Study Process Agreement;

5.5.2 Distribution Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.5.3 Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

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

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

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

5.6.3 Distribution Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.6.4 Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.7 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 Distribution Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Distribution Provider of such later date upon which the completion of Distribution Provider's Interconnection Facilities will be required.

5.8 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 Distribution Provider's Distribution System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Limited Operation. If any of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Distribution 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 Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Distribution Provider shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.10 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, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.10.1 Interconnection Customer's Interconnection Facility Specifications.

Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Distribution Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Distribution Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Distribution Provider's Review.

Distribution 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 Distribution Provider, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider.

5.10.3 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 Distribution 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 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. The Interconnection Customer shall provide Distribution Provider specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.10.4 Interconnection Customer to Meet Requirements of the Distribution Provider's Interconnection Handbook. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

5.11 Distribution Provider's Interconnection Facilities Construction. Distribution 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, Distribution Provider shall deliver to Interconnection Customer the following “as-built” drawings, information and documents for Distribution Provider's Interconnection Facilities [include appropriate drawings and relay diagrams]: No as-built drawings will be provided.

Distribution Provider will obtain control for operating and maintenance purposes of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities. Pursuant to Article 5.2, the ISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.

5.12 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, 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 Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution

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.

- 5.13 Lands of Other Property Owners.** If any part of Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Distribution Provider or Distribution Owner, Distribution Provider or Distribution Owner 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, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades upon such property.
- 5.14 Permits.** Distribution Provider or Distribution Owner 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, Distribution Provider or Distribution Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Distribution Provider's own, or an Affiliate's generation.
- 5.15 Early Construction of Base Case Facilities.** Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Distribution Upgrades or Network Upgrades required for Interconnection Customer to be interconnected to the Distribution System which are included in the Base Case of the 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.
- 5.16 Suspension.** Interconnection Customer reserves the right, upon written notice to Distribution Provider, to suspend at any time all work by Distribution Provider associated with the construction and installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades required under this GIA, other than Network Upgrades identified in the Phase II Interconnection Study as common to multiple generating facilities, with the condition that Distribution System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Distribution Provider's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Distribution 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 Distribution System and 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 Distribution Provider cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Distribution Provider shall obtain Interconnection Customer's authorization to do so.

Network Upgrades common to multiple generating facilities, and to which the Interconnection Customer's right of suspension shall not extend, consist of Network Upgrades identified for:

- i. Generating facilities which are the subject of all Interconnection Requests made prior to the Interconnection Customer's Interconnection Request; or
- ii. Generating facilities which are the subject of Interconnection Requests within the Queue Cluster where the Interconnection Customer's request for Full Capacity Deliverability Status or Partial Capacity Deliverability Status is assessed; or
- iii. Generating facilities that are the subject of Interconnection Requests that were made after the Interconnection Customer's Interconnection Request but no later than the date on which the Interconnection Customer's Phase II Interconnection Study report was issued, and have been modeled in the Base Case at the time the Interconnection Customer seeks to exercise its suspension rights under this section.

Distribution 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 Distribution Provider required under this GIA pursuant to this Article 5.16, and has not requested Distribution Provider to recommence the work or has not itself recommenced 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 and the Interconnection Customer's responsibility for costs will be determined in accordance with Article 2.4 of this GIA. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Distribution Provider, if no effective date is specified. The maximum three-year period shall apply to the projected Commercial Operation Date for the Generating Facility identified in the initial Interconnection Request, without regard to any subsequent changes to the dates set forth in the Interconnection Request, without regard to the milestone schedule dates set forth in Appendix B hereto or any changes to those dates, and without regard to any other scheduled dates for action affecting the Generating Facility, Interconnection Facilities, or Network Upgrades or any changes to those dates.

An Interconnection Customer's rights of suspension for Generating Facilities with Firm Charging Distribution Service are additionally subject to the limitations and conditions in Section 12.8.2 of the Tariff.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Interconnection Customer to Distribution Provider for the installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2016-36, Interconnection Customer represents and covenants that (i) ownership of the electricity generated or delivered from storage at the Generating Facility will pass to another party prior to the transmission of the electricity on the Distribution System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Distribution Provider for Distribution 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 Distribution Provider's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 2016-36, 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 2016-36. 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 Distribution Provider's request, Interconnection Customer shall provide Distribution Provider with a report from an independent engineer confirming its representation in clause (iii), above. Distribution Provider represents and covenants that the cost of Distribution Provider's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Distribution Provider. Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Distribution Provider from the cost consequences of any current tax liability imposed against Distribution Provider as the result of payments or property transfers made by Interconnection Customer to Distribution 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 Distribution Provider.

Distribution 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) Distribution Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Distribution Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Distribution Provider to report payments or property transfers as income subject to taxation; provided, however, that Distribution Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Distribution 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 5.17. Interconnection Customer shall reimburse Distribution Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Distribution 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 (10) year testing period and the applicable statute of limitation, as it may be extended by Distribution 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 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 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 Distribution Provider, in addition to the amount paid for the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, an amount equal to (1) the current taxes imposed on Distribution Provider ("Current Taxes") on the excess of (a) the gross income realized by Distribution Provider as a result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA (without regard to any payments under this Article 5.17) (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 Distribution 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 Distribution Provider's composite federal and state tax rates at the time the payments or property transfers are received and Distribution 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 Distribution Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Distribution Provider's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Distribution Owner pursuant to this Article

5.17.4 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, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Distribution 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 Distribution 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. Distribution Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Distribution 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. Distribution 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.

5.17.6 Subsequent Taxable Events. If, within ten (10) years from the date on which the relevant Distribution Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, or (ii) a "disqualification event" occurs within the meaning of IRS Notice 2016-36, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Distribution Provider in the form of a nonrefundable cash payment, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 2016-36.

5.17.7 Contests. In the event any Governmental Authority determines that Distribution Provider's receipt of payments or property constitutes income that is subject to taxation, Distribution 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, Distribution Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Distribution Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Distribution 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 Distribution 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 Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Distribution Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Distribution 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 Distribution Provider for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Distribution Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Distribution 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 Distribution Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not taxable to Distribution Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Distribution Provider are not subject to federal income tax, or (d) if Distribution 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 Distribution Provider pursuant to this GIA, Distribution Provider shall promptly refund to Interconnection Customer the following:

- (i) any payment made by Interconnection Customer under this Article 5.17 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 Distribution Provider for such taxes which Distribution Provider did not

submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Distribution Provider refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Distribution Provider, any refund or credit Distribution 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 Distribution Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Distribution Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Distribution Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Distribution Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Distribution 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, Distribution Upgrades, and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Distribution Provider for which Interconnection Customer may be required to reimburse Distribution Provider under the terms of this GIA. Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Distribution 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 Distribution 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 Distribution Provider.

5.17.10 Distribution Owners Who Are Not Distribution Providers. If Distribution Provider is not the same entity as the Distribution Owner, then (i) all references in this Article 5.17 to Distribution Provider shall be deemed also to refer to and to include the Distribution Owner, as appropriate, and (ii) this GIA shall not become

effective until such Distribution Owner shall have agreed in writing to assume all of the duties and obligations of Distribution Provider under this Article 5.17 of this GIA.

5.18 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 any Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 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, Distribution 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 Distribution System, Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

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

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Distribution Provider makes to Distribution Provider's Interconnection Facilities or the Distribution System to facilitate the interconnection of a third party to Distribution Provider's Interconnection Facilities or the Distribution System, or to provide transmission service to a third party under Distribution 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.

5.19.4 Permitted Reductions in Output Capacity (MW Generating Capacity) of the Generating Facility. An Interconnection Customer may reduce the MW capacity of the Generating Facility by up to five percent (5%) for any reason during the time period between the Effective Date of this GIA and the Commercial Operation Date. The five percent (5%) value shall be established by reference to the MW generating capacity as set forth in Appendix C.

The Distribution Provider will consider an Interconnection Customer's request for a reduction in the MW generating capacity greater than five percent (5%) under limited conditions where the Interconnection Customer reasonably demonstrates to the Distribution Provider that the MW generation capacity reduction is warranted due to reasons beyond the control of the Interconnection Customer. Reasons beyond the control of the Interconnection Customer shall consist of any one or more of the following:

- (i) The Interconnection Customer's failure to secure required permits and other governmental approvals to construct the Generating Facility at its total MW generating capacity as specified in Appendix C after the Interconnection Customer has made diligent effort to secure such permits or approvals;
- (ii) The Interconnection Customer's receipt of a written statement from the permitting or approval authority (such as a draft environmental impact report) indicating that construction of a Generating Facility of the total MW generating capacity size specified in Appendix C will likely result in disapproval due to a significant environmental or other impact that cannot be mitigated;
- (iii) Failure to obtain the legal right of use of the full site acreage necessary to construct and/or operate the total MW generating capacity size for the entire Generating Facility specified in Appendix C, after the Interconnection Customer has made a diligent attempt to secure such legal right of use. This subsection (iii) applies only where an Interconnection Customer has previously demonstrated and maintained its demonstration of Site Exclusivity prior to invoking this subsection as a reason for downsizing.

If relying on subsection (i) or (ii) above, in order to be eligible for a capacity reduction greater than five percent (5%), the Interconnection Customer must also demonstrate to the Distribution Provider that a reduction of MW generating capacity of the Generating Facility to the reduced size that the Interconnection Customer proposes will likely overcome the objection of the permitting/approving authority or otherwise cause the permitting/approving authority to grant the permit or approval. The Interconnection Customer may satisfy this demonstration

requirement by submitting to the Distribution Provider either a writing from the permitting/approving authority to this effect or other evidence of a commitment by the permitting/approving authority that the MW capacity reduction will remove the objections of the authority to the permit/approval application.

If relying on subsection (iii) above, the Interconnection Customer must also reasonably demonstrate to the Distribution Provider that the proposed reduced-capacity Generating Facility can be constructed on the site over which the Interconnection Customer has been able to obtain legal rights of use.

Upon such demonstration to the reasonable satisfaction of the Distribution Provider, the Distribution Provider will permit such reduction. No permitted reduction of MW generation capacity under this Article shall operate to diminish the Interconnection Customer's cost responsibility for Network Upgrades or to diminish the Interconnection Customer's right to repayment for financing of Network Upgrades under this GIA.

5.20 Annual Reassessment Process. In accordance with Section 7.4 of Appendix DD of the ISO Tariff, the ISO will perform an annual reassessment, as part of a Queue Cluster interconnection study cycle, in which it will update certain base case data prior to beginning the Phase II Interconnection Studies. As set forth in Section 7.4 of Appendix DD of the ISO Tariff, the ISO may determine through this assessment that Delivery Network Upgrades already identified and included in executed generator interconnection agreements should be modified in order to reflect the current circumstances of interconnection customers in the queue, including any withdrawals therefrom, and any additions and upgrades approved in the ISO's most recent transmission planning process cycle. To the extent that this determination modifies the scope or characteristics of, or the cost responsibility for, any Delivery Network Upgrades set forth in Appendix A to this GIA, such modification(s) will be reflected through an amendment to this GIA.

Article 6. Testing and Inspection

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, Distribution Provider shall test Distribution Provider's Interconnection Facilities, Distribution Upgrades, 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. The Interconnection Customer shall not commence initial parallel operation of an Electric Generating Unit with the Distribution Provider's Distribution System until the Distribution Provider provides prior written approval as set forth in Appendix B, Milestones, which approval shall not be unreasonably withheld, for operation of such Electric Generating Unit. Interconnection Customer shall generate or receive test energy at the Generating Facility only if it has arranged for the delivery or receipt of such test energy.

- 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 Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution 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. The other Party has the right, at its own 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. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

Article 7. Metering

- 7.1 General.** Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer shall comply with the provisions of the ISO Tariff regarding metering, including Section 10 of the ISO Tariff. Unless otherwise agreed by the Parties, Distribution Provider may install additional 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 Distribution Provider's option, compensated to, the Point of Interconnection. Interconnection Customer's access to meter data shall be provided in accordance with the ISO Tariff. 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 the ISO-pollled meters or Distribution 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 in the case that no other means are available on a temporary basis at the option of the Distribution Provider. The check meters shall be subject at all reasonable times to inspection and examination by Distribution 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 Distribution Provider Retail Metering.** Distribution Provider may install retail revenue quality meters and associated equipment, pursuant to the Distribution Provider's applicable retail tariffs.

Article 8. Communications

- 8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with Distribution Provider's Distribution System dispatcher or representative designated by Distribution 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 Distribution Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Distribution 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 Distribution Provider at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by Distribution 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 Distribution Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Distribution 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 Applicable Reliability Standards and 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 Control Area Notification. At least three months before Initial Synchronization Date, Interconnection Customer shall notify Distribution Provider in writing of the Control Area in which the Generating Facility will be located. If Interconnection Customer elects to locate the Generating Facility in a Control Area other than the Control Area 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 Control Area 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 Control Area.

9.3 Distribution Provider Obligations. Distribution Provider shall cause the Distribution System and Distribution Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this GIA. Distribution Provider may provide operating instructions to Interconnection Customer consistent with this GIA and Distribution Provider's operating protocols and procedures as they may change from time to time. Distribution 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 Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, 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, Interconnection Details, 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 Distribution Provider's Distribution System.

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. 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 within the range of 0.95 leading to 0.95 lagging, unless the Distribution Provider has established different requirements that apply to all synchronous generators in the Control Area on a comparable basis.

9.6.1.2 Non-Synchronous Generation. Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation, or equivalent location when there is not a generator substation, at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Distribution Provider has established a different power factor range that applies to all non-synchronous generators in the Control Area on a comparable basis. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnecting non-synchronous generators that have not yet submitted the initial posting of Interconnection Financial Security as of the effective date of the Final Rule establishing this requirement (Order No. 827).

Newly interconnecting non-synchronous generators that have submitted the initial posting of Interconnection Financial Security and have not executed a GIA, or requested the filing of an unexecuted GIA, as of the effective date of the Final Rule, will be required to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, if an Interconnection Study shows that such a requirement is necessary to ensure safety or reliability.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Generating Facility with the Distribution System, Distribution 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). Distribution Provider's voltage schedules shall treat all sources of reactive power interconnected with the Distribution System in an equitable and not unduly discriminatory manner and consistent with the applicable requirements of the ISO Tariff. Distribution Provider shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Distribution System and 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 Distribution Provider and the ISO.

9.6.2.1 Voltage Regulators. Whenever the Generating Facility is operated in parallel with the Distribution System and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its voltage regulators in automatic operation. If the Generating Facility's voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Distribution Provider and the ISO, and ensure that the Electric Generating Unit operates as specified in Article 9.6.2 through manual operation and 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 not cause its Generating Facility to disconnect automatically or instantaneously from the Distribution System or trip any generating unit comprising the Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Control Area on a comparable basis.

9.6.3 Payment for Reactive Power. Payment to Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Generating Facility when the ISO requests Interconnection Customer to operate its Generating Facility outside the range specified in Article 9.6.1 will be made by the ISO in accordance with the applicable provisions of the ISO Tariff.

9.6.4 Primary Frequency Response. Interconnection Customer shall ensure the primary frequency response capability of its Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ± 0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from Applicable Reliability Standards providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Generating Facility, and shall be linear in the range of frequencies between 59 to

61 Hz that are outside of the deadband parameter; or (2) based on Applicable Reliability Standards providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with Applicable Reliability Standards providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Distribution Provider that the primary frequency response capability of the Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Generating Facility with the Distribution System, Interconnection Customer shall operate the Generating Facility consistent with the provisions specified in Articles 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Generating Facilities.

9.6.4.1 Governor or Equivalent Controls. Whenever the Generating Facility is operated in parallel with the Distribution System, Interconnection Customer shall operate the Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Distribution Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of ± 0.036 Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from Applicable Reliability Standards that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Distribution Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Distribution Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Generating Facility's governor

or equivalent controls to a minimum whenever the Generating Facility is operated in parallel with the Distribution System.

9.6.4.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A FERC-approved Applicable Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.6.4.3 Exemptions. Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Article 9.6.4, but shall be otherwise exempt from the operating requirements in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

9.6.4.4 Electric Storage Resources. Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C of its GIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.3 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of

the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Distribution Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Article 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Distribution System and/or receive electricity from the Distribution System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Distribution System and/or dispatched to receive electricity from the Distribution System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

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. 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. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Distribution Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Distribution Provider may request Interconnection Customer to reschedule

its maintenance as necessary to maintain the reliability of the Distribution System and Transmission System. Distribution 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 Distribution 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. Distribution Provider shall have no obligation to pay Interconnection Customer any costs the Interconnection Customer incurs as the result of being directed by the ISO to reschedule maintenance.

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, Distribution Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity to or from the Generating Facility if such delivery of electricity could adversely affect Distribution Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Distribution System and 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 Distribution System;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Distribution 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, Distribution Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Distribution 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 Distribution 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 Distribution System and Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Frequency and Voltage Ride Through. The Interconnection Customer shall ensure “frequency ride through” capability and “voltage ride through” capability of the Generating Facility. The Interconnection Customer shall enable these capabilities such that the Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Distribution Provider and any Affected Systems for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to Article 6 of this GIA. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Control Area on a comparable basis.

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. Distribution Provider shall install at Interconnection Customer’s expense any System Protection Facilities that may be required on Distribution Provider’s Interconnection Facilities, Distribution System, 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 protection facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

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 Good Utility Practice and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook.

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. At intervals suggested by Good Utility Practice, the standards and procedures of the Distribution Provider, including, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, 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 and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, 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 Distribution System not otherwise isolated by Distribution Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Distribution System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Distribution 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. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Distribution 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 ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.
- 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 Distribution 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 Distribution 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 Distribution 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 Distribution 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 to FERC for resolution.
- 9.10 Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or Distribution Provider's Distribution System and 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 Distribution Provider Obligations.** Distribution Provider shall maintain the Distribution System, Transmission System and Distribution 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.
- 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 Distribution Provider's Interconnection Facilities.

Article 11. Performance Obligation

- 11.1 Interconnection Customer Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.
- 11.2 Distribution Provider's Interconnection Facilities.** Distribution Provider or Distribution Owner shall design, procure, construct, install, own and/or control the Distribution Provider's Interconnection Facilities described in Appendix A,

Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer. The Interconnection Customer shall be responsible for funding all costs related to Distribution Provider's Interconnection Facilities. The costs set forth in Appendix A are estimates only and will not establish any cap or maximum cost responsibility limit on the cost responsibility of the Interconnection Customer for the Distribution Provider's Interconnection Facilities. The Interconnection Customer shall be responsible for the actual costs related to Distribution Provider's Interconnection Facilities.

11.3 Network Upgrades and Distribution Upgrades. Distribution Provider or Distribution Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, except for any Stand Alone Network Upgrades and Merchant Network Upgrades (as such term is defined in the ISO Tariff).

11.3.1 Distribution Upgrades. The Interconnection Customer shall be responsible for funding its share of the costs related to Distribution Upgrades. The costs set forth in Appendices A and G are estimates only and will not establish any cap or maximum cost responsibility limit on the cost responsibility of the Interconnection Customer for Distribution Upgrades. The Interconnection Customer shall be responsible for the actual costs of its share of the costs related to Distribution Upgrades.

11.3.2 Reliability Network Upgrades. The Interconnection Customer shall be responsible for funding its share of the costs of the Reliability Network Upgrades up to the maximum cost responsibility limit established for the Interconnection Customer in accordance with Section 4.6 of the GIP for such facilities. The costs set forth in Appendices A and G are estimates only. The Interconnection Customer shall be responsible for its share of the actual costs of Reliability Network Upgrades up to its maximum cost responsibility limit. The Interconnection Customer may be entitled to repayment of all or a portion of the costs it funded for Reliability Network Upgrades in accordance with Article 11.4.1.

11.3.3 Local Delivery Network Upgrades. If the Interconnection Customer has an Option (A) Generating Facility, or if the Interconnection Customer has an Option (B) Generating Facility and did not select the Merchant Option for the Local Delivery Network Upgrades, then the Interconnection Customer shall be responsible for funding its share of the costs of Local Delivery Network Upgrades up to the maximum cost responsibility limit established for the Interconnection Customer in accordance with Section 4.6 of the GIP for such facilities. The costs set forth in Appendices A and G are estimates only. The Interconnection Customer shall be responsible for its share of the actual costs of Local Delivery Network Upgrades up to its maximum cost responsibility limit. The Interconnection Customer may be entitled to repayment for the costs it funded for Local Delivery Network Upgrades in accordance with Article 11.4.1.

11.3.4 Area Delivery Network Upgrades. If the Interconnection Customer has an Option (A) Generating Facility, the Interconnection Customer will not be responsible for funding the costs of any Area Delivery Network Upgrades. If the Interconnection Customer has an Option (B) Generating Facility and did not select the Merchant Option for the Area Delivery Network Upgrades, then the Interconnection Customer shall be responsible for funding the costs of Area Delivery Network Upgrades. The costs set forth in Appendices A and G are advisory estimates only and will not establish any cap or maximum cost responsibility limit on the cost responsibility of the Interconnection Customer for Area Delivery Network Upgrades. The Interconnection Customer shall be responsible for the actual costs of Area Delivery Network Upgrades. The Interconnection Customer will not be entitled to repayment for the costs it funded for Area Delivery Network Upgrades in accordance with Article 11.4.1.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. An Interconnection Customer in Queue Cluster 8 or earlier may be entitled, in accordance with this Article 11.4.1, to a repayment for the Interconnection Customer's contribution to the cost of Network Upgrades commencing on the Commercial Operation Date of its Generating Facility.

An Interconnection Customer in Queue Cluster 9 or later may be entitled, in accordance with this Article 11.4.1, to a repayment for the Interconnection Customer's contribution to the cost of Network Upgrades placed in service on or before the Commercial Operation Date of its Generating Facility, commencing on the Commercial Operation Date of its Generating Facility. Repayment for the Interconnection Customer's contribution to the cost of Network Upgrades placed in service after the Commercial Operation Date of its Generating Facility shall, for each of these Network Upgrades, commence no later than the later of: (i) the first month of the calendar year following the year in which the Network Upgrade is placed into service or (ii) ninety (90) Calendar Days after the Network Upgrade is placed into service.

Interconnection Customer may be entitled to a cash repayment based on the amount paid to Distribution Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, as follows:

a) Reliability Network Upgrades. The Interconnection Customer shall be entitled to a repayment of the amount the Interconnection Customer paid to the Distribution Provider for Reliability Network Upgrades as set forth in Appendix A and G, up to a maximum of \$60,000 per MW of Generating Facility capacity. For purposes of this determination, the Generating Facility capacity will be based on the capacity of the Interconnection Customer's

Generating Facility at the time it achieves Commercial Operation. However, to the extent that such repayment does not cover all of the costs of Interconnection Customer's Reliability Network Upgrades, the Interconnection Customer may receive Congestion Revenue Rights (as such term is defined in the ISO Tariff) from the ISO in accordance with the ISO Tariff for that portion of its Reliability Network Upgrades that are not covered by cash repayment.

b) Local Delivery Network Upgrades.

- i. If the Interconnection Customer has an Option (A) Generating Facility, the Interconnection Customer shall be entitled to a repayment equal to the total amount the Interconnection Customer paid to the Distribution Provider for the costs of Local Delivery Network Upgrades.
- ii. If the Interconnection Customer has an Option (B) Generating Facility and has been allocated TP Deliverability and continues to be eligible to retain such TP Deliverability pursuant to Appendix DD of the ISO Tariff, the Interconnection Customer shall be entitled to repayment of a portion of the total amount paid to the Distribution Provider for the costs of Local Delivery Network Upgrades. The repayment amount shall be determined by dividing the amount of TP Deliverability received by the amount of TP Deliverability requested by the Interconnection Customer, and multiplying that percentage by the total amount paid to the Distribution Provider by the Interconnection Customer for Local Delivery Network Upgrades. However, the Interconnection Customer may be entitled to receive Congestion Revenue Rights from the ISO in accordance with the ISO Tariff for that portion of its Local Delivery Network Upgrades that are not covered by cash repayment.
- iii. If the Interconnection Customer has an Option (B) Generating Facility and has not been allocated any TP Deliverability pursuant to Appendix DD of the ISO Tariff, the Interconnection Customer shall not be entitled to repayment of the amount paid to the Distribution Provider for the costs of Local Delivery Network Upgrades. However, the Interconnection Customer may be entitled to receive Congestion Revenue Rights from the ISO in accordance with the ISO Tariff for the costs of Local Delivery Network Upgrades that are not covered by cash repayment.

- c) Area Delivery Network Upgrades.** The Interconnection Customer shall not be entitled to repayment of the amount paid to the Distribution Provider for the costs of Area Delivery Network Upgrades. However, the Interconnection Customer may be entitled to receive Congestion Revenue Rights from the ISO

in accordance with the ISO Tariff for the costs of Area Delivery Network Upgrades that are not covered by cash repayment.

Any repayment for Reliability Network Upgrades and Local Delivery Network Upgrades, as specified above, will be paid to the Interconnection Customer by the Distribution Provider on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

Notwithstanding the foregoing, Interconnection Customer, Distribution Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Distribution Provider and Affected System Operator take one of the following actions no later than five years from the applicable date as provided for in this Article 11.4.1: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Distribution Provider or Affected System Operator will continue to provide payments 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 amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the applicable commencement date.

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, Distribution Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2 Special Provisions for Affected Systems. Unless Distribution 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. 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.

11.4.3 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 reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

11.5 Provision of Interconnection Financial Security. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 4.8 of the GIP in a manner acceptable under Section 4.8 of the GIP.

11.6 Interconnection Financial Security and Financial Obligations Relating to Distribution Upgrades for Firm Charging Distribution Service. Based on the application of the higher-of test under Attachment K of the Tariff, the Interconnection Customer must: 1) finance the Distribution Upgrades that constitute the Higher-of Facilities; or 2) up-front finance, subject to repayment with interest, the Distribution Upgrades for Firm Charging Distribution Service.

11.6.1 Interconnection Customer Financing Higher-of Facilities for Firm Charging Distribution Service. In accordance with Appendix A, the Interconnection Customer will finance the Higher-of Facilities and subsequently the Interconnection Customer's Financial Security associated with Firm Charging Distribution Service will be released. Section 12.8 of the Tariff addresses early termination of the Service Agreement for Wholesale Distribution Service associated with this Agreement and an early termination's impact on the obligation to finance the Higher-of Facilities.

11.6.2 Interconnection Customer Up-Front Financing for Distribution Upgrades for Firm Charging Distribution Service. In accordance with Appendix A, the Interconnection Customer will up-front finance the Distribution Upgrades associated with Firm Charging Distribution Service and subsequently the Interconnection Customer's Financial Security associated with Firm Charging Distribution Service will be released. Once the Generating Facility is in Commercial Operation, the amount financed will be returned over five years in levelized quarterly payments with interest calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii). Section 12.8 of the Tariff addresses early termination of the Service Agreement for Wholesale Distribution Service associated with this Agreement and an early termination's impact on the obligation to up-front finance the Distribution Upgrades and/or the return of amounts financed.

Article 12. Invoice

- 12.1 General.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. 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 twelve (12) months after completion of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades, Distribution Provider shall provide an invoice of the final cost of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the 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. Distribution Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.
- 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 of receipt. 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 Distribution Provider and Interconnection Customer, Distribution 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 Distribution 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 Distribution 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 calculated in accord with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii).

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 Distribution 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 Distribution System, Distribution Provider's Interconnection Facilities or the Transmission Systems of others to which the Distribution 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 ISO, NERC, the Applicable Reliability Council, Applicable Reliability Standards, Applicable Laws and Regulations, and any emergency procedures set forth in this GIA.
- 13.3 Notice.** Distribution Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Distribution Provider's Interconnection Facilities, Distribution System 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 Distribution 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 Distribution System, Transmission System or Distribution 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 Distribution 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 Distribution 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 Distribution Provider or otherwise regarding the Distribution System.
- 13.5 Distribution Provider Authority.**
- 13.5.1 General.** Distribution Provider may take whatever actions or inactions with regard to the Distribution System and Transmission System or Distribution 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 Distribution System and Transmission System or Distribution Provider's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Distribution Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or Interconnection Customer's Interconnection Facilities. Distribution 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 Distribution Provider's operating instructions concerning 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. Distribution 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 the ISO pursuant to the ISO Tariff. When Distribution Provider can schedule the reduction or disconnection in advance, Distribution Provider shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Distribution 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 Distribution 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 Distribution 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 Distribution System and Distribution Provider's Interconnection Facilities. Distribution Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability. 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.

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 where the Point of Interconnection is located, 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, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

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 Agreement 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.

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. Uncontrollable Force

16.1 Uncontrollable Force.

16.1.1 Economic hardship is not considered an Uncontrollable Force event.

16.1.2 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, if prevented from fulfilling such obligation by Uncontrollable Force. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of an Uncontrollable Force shall give notice and the full particulars of such Uncontrollable Force 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 Uncontrollable Force, the time and date when the Uncontrollable Force occurred and when the Uncontrollable Force 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) is the result of an Uncontrollable Force 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, 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. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this GIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

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 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, 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. Other than the Liquidated Damages heretofore described, 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. As indicated below, the designated 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, with insurers rated no less than A- (with a minimum size rating of VII) by Bests' Insurance Guide and Key Ratings and authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Workers' Compensation Insurance and Employers' Liability. The Distribution Provider and the Interconnection Customer shall maintain such coverage from the commencement of any Construction Activities providing statutory benefits for workers compensation coverage and coverage amounts of no less than one million dollars (\$1,000,000) for employer's liability for each employee for bodily injury by accident and one million dollars (\$1,000,000) for each employee for bodily injury by disease in accordance with the laws and regulations of the state in which the Point of Interconnection is located. The Distribution Provider shall provide the Interconnection Customer with evidence of such insurance coverage within thirty (30) Calendar Days of any request by the Interconnection Customer. The Interconnection Customer and contractor or any other person acting on Interconnection Customer's behalf shall provide evidence of such insurance thirty (30) Calendar Days prior to entry by any employee or contractor or other person acting on the Interconnection Customer's behalf onto

any construction site to perform any work related to the Interconnection Facilities or Generating Facility.

18.3.2 Commercial General Liability Insurance. The Distribution Provider and the Interconnection Customer shall maintain commercial general liability insurance coverage commencing within thirty (30) Calendar Days of the Effective Date of this GIA, including coverage for premises and operations, bodily injury (including death), personal injury, property damage, products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, and (i) liability of Distribution Provider and the Interconnection Customer that would be imposed without the GIA, or (ii) liability assumed by the Distribution Provider and the Interconnection Customer in a contract or agreement that is an “insured contract” under commercial general liability insurance policy. Such insurance shall include no cross liability exclusions or separation of insured clause endorsement exclusions, with minimum limits of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate. If the activities of the Interconnection Customer are being conducted through the actions of an Affiliate, then the Interconnection Customer may satisfy the insurance requirements of this Article 18.3.2 by providing evidence of insurance coverage carried by such Affiliate and showing the Distribution Provider as an additional insured only with respect to the GIA, together with the Interconnection Customer’s written representation to the Distribution Provider that the insured Affiliate is conducting all of the necessary pre-construction work. Within thirty (30) Calendar Days prior to the entry of any person on behalf of the Interconnection Customer onto any construction site to perform work related to the Interconnection Facilities or Generating Facility, the Interconnection Customer shall replace any evidence of Affiliate insurance with evidence of such insurance carried by the Interconnection Customer, naming the Distribution Provider as additional insured only with respect to the GIA.

18.3.3 Business Automobile Liability Insurance. Prior to the entry of any vehicles on any construction site in connection with work done by or on behalf of the Interconnection Customer, the Interconnection Customer shall provide evidence of 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. The Interconnection Customer shall include the Distribution Provider as an additional insured with respect to the GIA on any such policies.

18.3.4 Excess Liability Insurance. Commencing at the time of entry of any person on its behalf upon any construction site for the Distribution Upgrades, Interconnection Facilities, or Generating Facility, the Distribution Provider and the Interconnection Customer shall maintain excess liability insurance over and above the Employers’ Liability, Commercial General Liability, and Business Automobile Liability Insurance coverage, with a minimum limit of one million

dollars per MW, of Generating Facility capacity, rounded up to the nearest MW, per occurrence, up to a maximum of twenty million dollars (\$20,000,000) per occurrence/twenty million dollars (\$20,000,000) aggregate. Such insurance carried by the Distribution Provider shall include the Interconnection Customer as an additional insured with respect to the GIA, and such insurance carried by the Interconnection Customer shall include the Distribution Provider as an additional insured with respect to the GIA. The requirements of Article 18.3.2 and 18.3.4 may be met by any combination of general and excess liability insurance.

- 18.3.5** The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies shall include the other Party identified in the articles above, its parent, their subsidiaries, respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Group. If any Party can reasonably demonstrate that coverage policies containing provisions for insurer waiver of subrogation rights, or advance notice are not commercially available, then the Parties shall meet and confer and mutually determine to (i) establish replacement or equivalent terms in lieu of subrogation or notice or (ii) waive the requirements that coverage(s) include such subrogation provision or require advance written notice from such insurers.
- 18.3.6** The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies shall contain provisions that specify that the policies are primary and non-contributory. Each Party shall be responsible for its respective deductibles or self-insured retentions.
- 18.3.7** The Commercial General Liability Insurance, Business 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 extended reporting period coverage if agreed by the Parties.
- 18.3.8** [Not Used.]
- 18.3.9** Thirty (30) Calendar Days prior to the start of any work at the construction site related to Interconnection Facilities or Generating Facility under 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 ninety (90) Calendar Days thereafter, each Party shall provide a certificate of insurance for all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10** Notwithstanding the foregoing, each Party may self-insure (a) to meet the minimum insurance requirements of Article 18.3.1, to the extent that it maintains a self-insurance program and is a qualified self-insurer within the state in which the Point of Interconnection is located, under the laws and regulations of such

state; and (b) to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.9 to the extent it maintains a self-insurance program; provided that, such Party is organized under the laws of the United States or a political subdivision thereof and such Party's rating for its senior unsecured, long-term debt (not supported by third party credit enhancements) or if such Party does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such Party by Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor ("S&P") or Moody's Investor Services, Inc. or its successor ("Moody's") is (i) if rated by S&P and Moody's is rated at least "BBB-" by S&P and "Baa3" by Moody's, or (ii) if rated by only one of S&P or Moody's, rated at least "BBB-" by S&P or "Baa3" by Moody's, and (iii) that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.9. For any period of time that a Party's senior unsecured, long-term debt is unrated by S&P or Moody's, or its unsecured long-term debt or the rating assigned to such Party does not meet the requirements in (i) or (ii), such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article 18.3.10, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

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 greater than \$25,000, including within the scope of coverage of such insurance whether or not such coverage is sought.

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 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 Interconnection Customer shall have the right to assign this GIA, without the consent of Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Distribution Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that 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 Distribution Provider of the date and particulars of any such exercise of assignment right(s), including providing the Distribution Provider with proof that it meets the requirements of Articles 11.5 and 18.3. 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

20.1 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; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Distribution Provider) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

Article 21. Comparability

21.1 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.

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), subcontractors, 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 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.
- 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 exception 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 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 GIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or 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

23.1 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. Distribution 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 Distribution Provider. The initial information submission by Distribution Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Distribution System and 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 Distribution Provider shall provide Interconnection Customer a status report on the construction and installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, 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 one hundred eighty (180) 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 Distribution Provider for the Feasibility and 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 Distribution 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 Distribution Provider pursuant to the Interconnection Study Agreement between Distribution Provider and Interconnection Customer, then Distribution Provider will conduct appropriate studies to determine the impact on Distribution Provider Distribution System and Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation. Prior to the Trial 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. The 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 Distribution Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Distribution Provider any information changes due to equipment replacement, repair, or adjustment. Distribution Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Distribution 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.

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-Uncontrollable Force 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 an Uncontrollable Force 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, Distribution Provider's efforts to allocate responsibility for interruption or reduction of generation on the Distribution 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 Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades shall be subject to audit for a period of twenty-four months following Distribution 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 Distribution 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 therefor. 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 Agreement 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. The final decision of the arbitrator must also be filed with FERC

if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

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. [Reserved]

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.

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 Distribution 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. Distribution Provider shall have the right to make a unilateral filing with FERC to modify this GIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this GIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this GIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of 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 in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Southern California Edison Company

By: _____
DocuSigned by:
Christy Fanous
FC3018DAD8974AC...

Name: Christine Fanous

Title: Managing Director, Compliance, Vegetation, & Operational Services, Transmission & Distribution

Date: 3/30/2021

Bright Canyon Energy Corporation

By: _____
DocuSigned by:
James R. Hatfield
4625736D7C9049D...

Name: James R. Hatfield

Title: Treasurer

Date: 3/30/2021

Appendix A to GIA

Description of Interconnection Facilities, Network Upgrades, Distribution Upgrades, Costs and Financial Security for Interconnection Service and Charging Distribution Service

Additional Definitions: None.

1. Interconnection Facilities:

- (a) **Interconnection Customer's Interconnection Facilities:** The Interconnection Customer shall:
- (i) Install a 12 kV switchgear
 - (ii) Procure and construct underground duct banks and related structures required for Distribution Provider's Interconnection Facilities and Distribution Upgrades ("Civil Construction") in accordance with specifications and designs provided by the Distribution Provider.
 - (iii) Obtain all necessary permits and easements associated with the installation of Civil Construction. If applicable, provide the following:
 1. Completed Interconnection Customer information sheet
 2. Street improvement plan(s)
 3. Unique address for Point of Interconnection
 4. Public right-of-way (street) base map(s) as required by the interconnection
 5. Site plot plan on a 30:1 scale digital file
 6. Easements/lease agreement(s)
 7. Grading plan(s)
 8. Sewer and storm plot plan(s)
 9. Landscape, sprinkler, pedestal location(s)
 10. Complete construction of underground systems for the Distribution Provider's Interconnection Facilities and Distribution Upgrades
 - (iv) Acquire an agreement from the property owner at Lat: 33°46'52.59"N, Long: 118° 3'16.68"W, to have the following:
 1. The right to enter property owner's premises for any purpose connected with the Distribution Provider's Interconnection Facilities or interconnection service.
 2. The right for the use of a Distribution Provider approved locking device if Interconnection Customer wants to prevent unauthorized access to Distribution Provider's Interconnection Facilities.
 3. The right for safe and ready access for Distribution Provider's personnel free from unrestrained animals.
 4. The right for unobstructed ready access for Distribution Provider's vehicles and equipment to install, remove, repair, and maintain the Distribution Provider's Interconnection Facilities.

5. The right to remove Distribution Provider's Interconnection Facilities after termination of interconnection service.
 - (v) Install in coordination with, and as specified by, the Distribution Provider, a dedicated T1 circuit from the local telephone company to support the dedicated remote terminal unit ("RTU") communication to the Distribution Provider's energy management system ("EMS") in accordance with the Distribution Provider's Interconnection Handbook if a dedicated RTU is installed locally at the Generating Facility.
 - (vi) Designate, to the T1 circuit provider, the Distribution Provider as a representative authorized to report trouble to, and to initiate repairs with, the communication circuit provider on the Interconnection Customer's behalf in the event of an interruption of service on the communication circuit if a T1 circuit is required for the support of a dedicated RTU installed locally at the Generating Facility.
 - (vii) Allow the Distribution Provider to review the Interconnection Customer's telecommunication equipment design and perform inspections to ensure compatibility with the Distribution Provider's terminal equipment and protection engineering requirements; allow the Distribution Provider to perform acceptance testing of the telecommunication equipment and the right to request and/or perform correction of installation deficiencies.
 - (viii) Provide required data signals, make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having suitable environmental controls for the installation of the Distribution Provider's dedicated RTU in accordance with the Interconnection Handbook. In accordance with Article 5.12 of the GIA, the Interconnection Customer acknowledges that the access required under such section will include Distribution Provider's personnel ability to access twenty-four hours a day the space provided for the Distribution Provider's RTU.
 - (ix) Make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having suitable environmental controls for the installation of the Distribution Provider's telecommunications terminal equipment in accordance with the Interconnection Handbook. In accordance with Article 5.12 of the GIA, the Interconnection Customer acknowledges that the access required under such section will include Distribution Provider's personnel ability to access twenty-four hours a day the space provided for the Distribution Provider's telecommunications terminal equipment.
 - (x) Install all required ISO-approved compliant metering equipment at the Generating Facility, in accordance with Section 10 of the ISO Tariff. Distribution Provider consents to the Interconnection Customer's use of the Distribution Provider's retail metering potential transformers and current transformers for their ISO metering requirements at the Generating Facility.
 - (xi) Pursuant to Article 7.3 of the GIA, install the switchgear to accommodate the meters, potential transformers ("PTs"), and current transformers ("CTs"), to meter retail load at the Generating Facility in accordance with the Distribution Provider's Electrical Service Requirements ("ESR") as described in the Distribution Provider's Interconnection Handbook.

- (xii) Pursuant to Article 7.1 of the GIA, install the switchgear to accommodate the meters, PTs, and CTs, to meter the charging demand at the Generating Facility in accordance with the Distribution Provider's ESR as described in the Distribution Provider's Interconnection Handbook.
- (xiii) Pursuant to Article 7.3 of the GIA, allow the Distribution Provider to install in the switchgear or an alternative metering cabinet as determined by the Distribution Provider and provided by the Interconnection Customer, meters, PTs, and CTs, to meter retail load at the Generating Facility in accordance with the Distribution Provider's ESR as described in the Distribution Provider's Interconnection Handbook.
- (xiv) Pursuant to Article 7.1 of the GIA, allow the Distribution Provider to install in the switchgear or an alternative metering cabinet as determined by the Distribution Provider provided by the Interconnection Customer, meters, PTs, and CTs, to meter charging demand at the Generating Facility in accordance with the Distribution Provider's ESR as described in the Distribution Provider's Interconnection Handbook.
- (xv) Install all equipment necessary to comply with the power factor requirements of Article 9.6.1.2 of the GIA, including the ability to regulate the power factor to maintain a voltage schedule (VAR schedule) in accordance with Article 9.6.2 of the GIA. The power factor requirements specified in Article 9.6.1.2 shall be as measured at the high side of the switchgear or equivalent location.
- (xvi) Provide switchgear drawings which shall comply with Distribution Provider's ESR which can be obtained at:
<http://www.sce.com/AboutSCE/Regulatory/distributionmanuals/esr.htm>
- (xvii) Install disconnect facilities in accordance with the Distribution Provider's Interconnection Handbook to comply with the Distribution Provider's switching and tagging procedures.
- (xviii) Install a circuit breaker within the Interconnection Customer's property line in accordance with the Distribution Provider's ESR to comply with the Distribution Provider's protection requirements.
- (xix) Install all equipment and controls necessary to maintain the Generating Facility's output ramp rate within the parameters set forth, and provided to the Interconnection Customer, by the Distribution Provider.
- (xx) Real Properties.
Acquire the necessary rights-of-way for the Interconnection Customer's Interconnection Facilities. In accordance with Article 5.12 of the GIA, the Interconnection Customer acknowledges that Distribution Provider's RTU, telecommunications terminal equipment, metering equipment and cabinet shall be accessible twenty-four (24) hours a day to the Distribution Provider's personnel.
- (xxi) Environmental Activities, Permits, and Licensing.
Perform the necessary environmental studies and obtain permits for any Interconnection Customer's Interconnection Facilities and perform the environmental activities related to the Distribution Provider's Interconnection Facilities as described in Section 1(b) and the Distribution Upgrades as described in Section 3, as applicable and needed to interconnect the Generating Facility.

(b) **Distribution Provider's Interconnection Facilities:** The Distribution Provider shall:

- (i) Garnsey 12 kV Circuit.
 1. Intercept circuit and install a new pole with a riser with omni-rupter switch
 2. Install approximately eight hundred (800) feet of 1000 Jacketed Concentric Neutral (JCN) primary cable
 3. Install one (1) four-way gas switch with Remote Control Switch for Generation (RCSG)

- (ii) Telecommunications.

Install all required equipment (including terminal equipment) supporting the RTU, including the communications interface with the Distribution Provider's EMS. In accordance with the Interconnection Handbook, the Distribution Provider shall provide the required interface equipment at the Generating Facility necessary to connect the RTU to the Interconnection Customer's T1 circuit. Additionally, the Distribution Provider will provide the interface equipment required to connect the T1 circuit to the Distribution Provider's EMS. Notwithstanding that certain telecommunication equipment, including the telecommunications terminal equipment, will be located on the Interconnection Customer's side of the Point of Change of Ownership, the Distribution Provider shall own, operate, and maintain such telecommunication equipment as part of the Distribution Provider's Interconnection Facilities.

- (iii) Metering.
 1. Install meters required to meter the retail load at the Generating Facility. Notwithstanding that the meters will be located on the Interconnection Customer's side of the Point of Change of Ownership, the Distribution Provider shall own, operate, and maintain such facilities as part of the Distribution Provider's Interconnection Facilities.
 2. Install meters required to meter the charging demand at the Generating Facility. Notwithstanding that the meters will be located on the Interconnection Customer's side of the Point of Change of Ownership, the Distribution Provider shall own, operate, and maintain such facilities as part of the Distribution Provider's Interconnection Facilities.

- (iv) Power System Controls.
 1. Install one (1) RTU at the Generating Facility to monitor typical generation elements such as MW, MVAR, terminal voltage and circuit breaker status for the Generating Facility and plant auxiliary load, and transmit the information received thereby to the Distribution Provider's grid control center. Notwithstanding that the RTU will be located on the Interconnection Customer's side of the Point of Change of Ownership, the Distribution Provider shall own, operate and maintain the RTU as part of the Distribution Provider's Interconnection Facilities.
 2. Perform programming and in-service testing to add project to constraint management system including the addition of monitoring points.

- (v) **Real Properties.**
The Distribution Provider shall obtain easements and/or acquire land for the installation of the Distribution Provider's Interconnection Facilities.

- (vi) **Environmental Activities, Permits, and Licensing.**
Perform and/or coordinate the required environmental activities and obtain required licensing and permits for the installation of the Distribution Provider's Interconnection Facilities, including any associated telecommunication equipment, if applicable. Refer to Appendix A, section D.4 of the Phase II Interconnection Study for assumptions related to environmental activities, permits, and licensing. Where the assumptions presume that the Interconnection Customer performs part of the environmental activities on the Distribution Provider's behalf, the Interconnection Customer will be required to:
 - 1. Provide the Distribution Provider the Environmental Services Costs Declaration Form (Affidavit) of the actual costs incurred for work performed.
 - 2. Remedy any and all deficiencies under the Distribution Provider's direction, should the environmental studies and resulting reports not meet industry standards utilized in the State of California and/or by the Distribution Provider in accordance with applicable Laws and Regulations, as determined by the Distribution Provider. Otherwise, the Distribution Provider will perform the work required to cure any and all deficiencies at the sole expense of the Interconnection Customer pursuant to the GIA, and associated costs will be reflected during the true-up amendment.

2. Network Upgrades:

- (a) **Stand Alone Network Upgrades:** None identified in the Phase II Interconnection Study.

- (b) **Other Network Upgrades:**
 - (i) **Reliability Network Upgrades.** None identified in the Phase II Interconnection Study.

 - (ii) **Delivery Network Upgrades.**
 - 1. **Area Delivery Network Upgrades.**
Because the Project elected to proceed under Option A, no Area Delivery Network Upgrades were identified for the Project in the Phase II Interconnection Study.

 - 2. **Local Delivery Network Upgrades.**
None identified in the Phase II Interconnection Study.

3. Distribution Upgrades:

(a) **Distribution Upgrades - Generating Facility Output.** The Distribution Provider shall:

(i) **Cypress 66/12 kV Substation.**

1. Install one (1) cable trench substation blister
2. Install SAS programming and point additions for bi-directional reads on the Garnsey 12 kV line and bus tie
3. Remove the existing bus tie relay
4. Install new bus-tie relay

(ii) **Garnsey 12 kV Line.**

1. Remove 3,200 feet of 1000 jacketed concentric neutral (“JCN”) aluminum primary cable
2. Install 3,200 feet of 1000 JCN copper primary cable
3. Reconductor approximately 2,112 feet of 1/0 Aluminum Conductor Steel Reinforced (ACSR) primary cable to 336 ACSR primary cable from pole 1469989E to 1367936E

(iii) **Real Properties.**

Obtain easements and/or acquire land for the installation of the Distribution Upgrades.

(iv) **Environmental Activities, Permits, and Licensing.**

Perform and/or coordinate the required environmental activities and obtain required licensing and permits for the installation of the Distribution Provider’s Distribution Upgrades, including any associated telecommunication equipment, if applicable. Refer to Appendix A, section D.4 of the Phase II Interconnection Study for assumptions related to environmental activities, permits, and licensing. Where the assumptions presume that the Interconnection Customer performs part of the environmental activities on the Distribution Provider’s behalf, the Interconnection Customer will be required to:

1. Provide the Distribution Provider the Environmental Services Costs Declaration Form (Affidavit) of the actual costs incurred for work performed.
2. Remedy any and all deficiencies under the Distribution Provider’s direction, should the environmental studies and resulting reports not meet industry standards utilized in the State of California and/or by the Distribution Provider in accordance with applicable Laws and Regulations, as determined by the Distribution Provider. Otherwise, the Distribution Provider will perform the work required to cure any and all deficiencies at the sole expense of the Interconnection Customer pursuant to the GIA, and associated costs will be

reflected during the true-up amendment.

- (b) **Distribution Upgrades – Firm Charging Distribution Service.** Not Applicable. The Interconnection Customer has requested As-Available Charging Distribution Service.

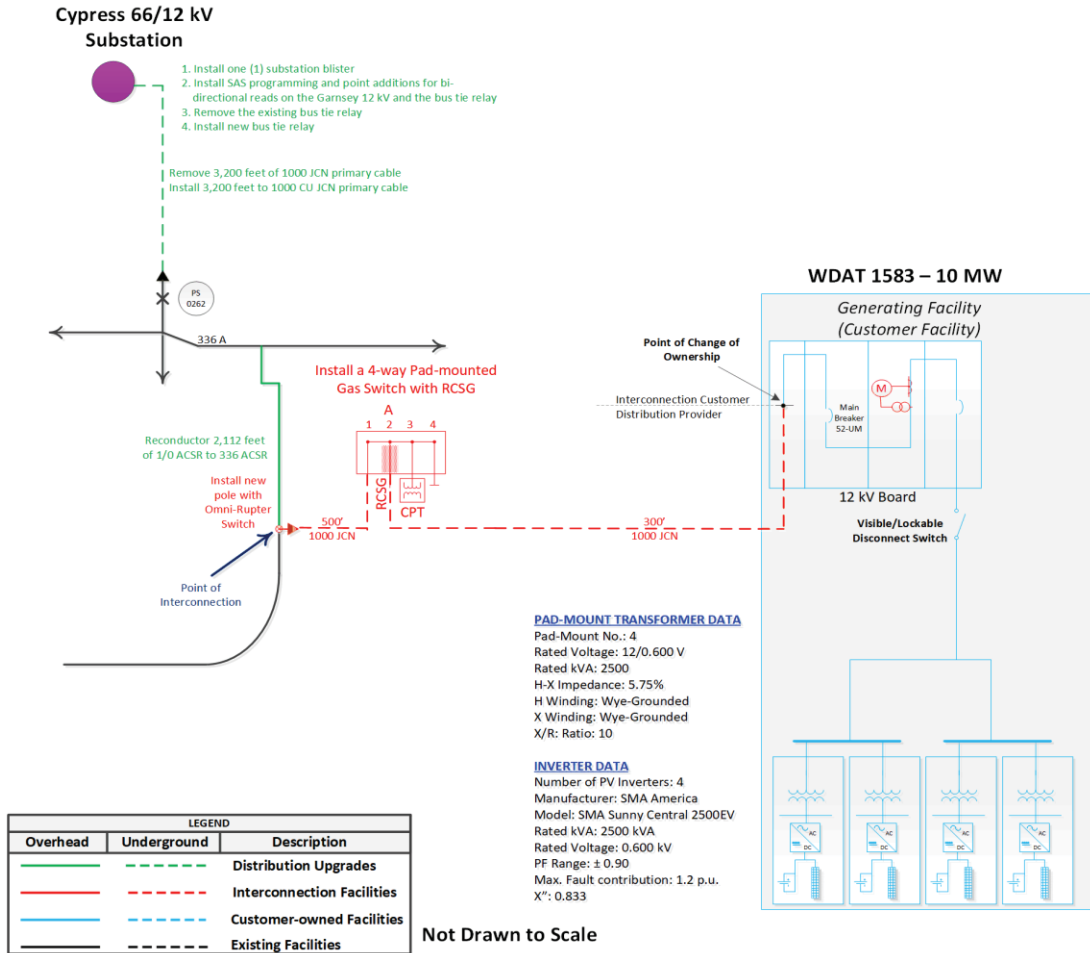
4. Point of Change of Ownership, Point of Interconnection and One-Line Diagram of Interconnection:

- (a) **Point of Change of Ownership.**

The Point of Change of Ownership shall be the point where the conductors of the Distribution Provider's Garnsey 12 kV line are connected to the Interconnection Customer's primary switchgear pull section or Interconnection Customer owned pole.

- (b) **Point of Interconnection.** The Distribution Provider's Garnsey 12 kV line out of Cypress 66/12 kV Substation near pole #1367936E.

- (c) **One-Line Diagram of Interconnection.**



5. Cost of Interconnection Facilities, Distribution Upgrades and Network Upgrades, Payment Schedule, On-Going Monthly Charges and Financial Security:

(a) Estimated Cost.

Element-	Interconnection Facilities Cost	Distribution Upgrades Cost	Reliability Network Upgrades Cost	Area Delivery Network Upgrades Cost	Local Delivery Network Upgrades Cost	One-Time Cost	Total
Distribution Provider's Interconnection Facilities							
Garnsey 12 kV line							
1. One (1) 4-way gas switch with RCSG							
2. 800 ft of 1000 JCN primary cable							
3. Intercept 12 kV circuit and install a new pole with a riser with Omni-rupter switch							

Telecom: equipment to support new RTU at customer site								
Metering Services								
PSC: dedicated RTU system for telemetry								
PSC: constraint management system – In-service testing and programming. SAS point addition and other activities								
Real Properties								
Environmental Services								
As build validation								
Subtotal								
Distribution Upgrades								
Install cable trench blister and underground duct bank system								
Real Properties								
Environmental Services								
Subtotal								
Distribution Upgrades not subject to on-going monthly charges								
Garnsey 12 kV line								
<ul style="list-style-type: none"> Remove 3,200 ft of 1000 JCN aluminum primary cable 								
<ul style="list-style-type: none"> Install 3,200 ft of 1000 JCN copper primary cable 								
<ul style="list-style-type: none"> Replace existing automatic recloser (AR3372) with a new AR with load encroachment features 								
Cypress 66/12 kV Substation – Install line protection relays								
Cypress 66/12 kV Substation – Remove line protection relays								
SAS point addition – substation activities to support bi-directional reads								
Perform FE relay coordination study								
Subtotal								
Reliability Network Upgrades								
None.								
Subtotal								
Area Delivery Network Upgrades								
None.								
Subtotal								
Local Delivery Network Upgrades								
None.								
Subtotal								
Total								

All amounts shown above are in nominal dollars.

The costs associated with any mitigation measures required to third party transmission systems, which result from interconnection of the Generating Facility to the Distribution Provider’s electrical system, are not reflected in this GIA.

The Interconnection Customer’s maximum cost responsibility for the costs of the Reliability Network Upgrades and Local Delivery Network Upgrades required to interconnect the Generating Facility is \$0.00, expressed in 2021 constant dollars, pursuant to the GIP.

(b) Payment Schedule.

The payment amounts shown below are based on an estimate of the costs expected to be incurred for the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades.

Payment No.	Payment Due Date	Interconnection Facilities Cost	Distribution Upgrades Cost	Reliability Network Upgrades Cost	Area Delivery Network Upgrades Cost	Local Delivery Network Upgrades Cost	One-Time Cost	Project Payment
1	Within 60 Calendar Days after the Effective Date	██████████	████	████	████	████	████	██████████
2	Within 180 Calendar Days after the Effective Date	██████████	██████████	████	████	████	████	██████████
3	Within 300 Calendar Days after the Effective Date	████	██████████	████	████	████	████	██████████
4	Within 420 Calendar Days after the Effective Date	████	██████████	████	████	████	████	██████████
5	Within 540 Calendar Days after the Effective Date	████	██████████	████	████	████	████	██████████
6	Within 660 Calendar Days after the Effective Date	████	████	████	████	████	██████████	██████████
Total		██████████	██████████	████	████	████	██████████	██████████

All amounts shown above are in nominal dollars.

In accordance with Article 11.4 of the GIA, transmission credits are available as follows:

- a) Transmission credits for Reliability Network Upgrades = the lesser of the sum of the payments made for Reliability Network Upgrades or \$60,000 per MW of Generating Facility capacity at the time it achieves Commercial Operation
- b) Transmission credits for Local Deliverability Network Upgrades = sum of the payments made for the Local Deliverability Network Upgrades = \$0.00

(c) On-Going Monthly Charges.

Commencing on or following the Interconnection Facilities Completion Date or Distribution Upgrades Completion Date, if applicable, each month the Distribution Provider will render bills to the Interconnection Customer for the Interconnection Facilities Charge and/or Distribution Upgrades Charge as set forth below. The Interconnection Facilities Charge and Distribution Upgrades Charge shall initially be based on the estimated Interconnection Facilities Cost and Distribution Upgrades Cost, and payments made for such Interconnection Facilities Charge and Distribution Upgrades Charge shall be subject to later adjustment to reflect actual costs.

In the event that any portion of the Distribution Provider’s Interconnection Facilities or Distribution Upgrades is not complete but, at the request of the Interconnection Customer, the Distribution Provider commences interconnection service under this GIA notwithstanding the incomplete facilities, the Distribution Provider shall commence billing, and the Interconnection Customer shall pay, the Interconnection Facilities Charge and the Distribution Upgrades Charge, as applicable, commencing on the date that such service commences.

(i) Interconnection Facilities Charge.

Effective	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities	Estimated	
		Interconnection Facilities Cost	Interconnection Facilities Charge
As of the Interconnection Facilities Completion Date	See Section 4.1 of Attachment J to the Tariff*	[REDACTED]	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Interconnection Facilities Cost

* Attachment J to the Tariff is available at the following link: <https://www.sce.com/openaccess>

(ii) Distribution Upgrades Charge.

Effective	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities	Estimated	
		Distribution Upgrades Cost	Distribution Upgrades Charge
As of the Distribution Upgrades Completion Date	See Section 4.1 of Attachment J to the Tariff*	[REDACTED]	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Distribution Upgrades Cost

* Attachment J to the Tariff is available at the following link: <https://www.sce.com/openaccess>

(d) Financial Security.

(i) Interconnection Financial Security.

1. The Distribution Provider’s Interconnection Facilities: Pursuant to Article 11.5 and Appendix B of the GIA, the Interconnection Customer shall provide Interconnection Financial Security in the total amount of [REDACTED] (already provided) for the second posting and shall increase such amount to [REDACTED] for the third posting to cover the costs for constructing, procuring and installing the Distribution Provider’s Interconnection Facilities.
2. Distribution Upgrades: Pursuant to Article 11.5 and Appendix B of the GIA, the Interconnection Customer shall provide Interconnection Financial Security in the total amount of [REDACTED] (already provided) for the second posting and shall increase such amount to [REDACTED] for the third posting to cover the costs for constructing, procuring and installing the Distribution Upgrades.
3. Network Upgrades: Pursuant to Article 11.5 and Appendix B of the GIA, the Interconnection Customer shall provide Interconnection Financial Security in the total amount of \$0.00 (none identified in the Phase II Interconnection Study) for the second posting and shall increase such amount to \$0.00 (none identified in the Phase II Interconnection Study) for the third posting to cover the costs for constructing, procuring and installing the Network Upgrades.
4. To the extent that any Interconnection Financial Security is not utilized by the Distribution Provider, the release of such Interconnection Financial Security shall be made in accordance with the Interconnection Customer’s instructions.

(ii) Security Amount for Estimated Tax Liability.

Pursuant to Article 5.17.4 of the GIA, the Interconnection Customer’s estimated tax liability is as follows:

1. Estimated tax liability for Distribution Provider’s Interconnection Facilities = The sum of the product of (i) the applicable ITCC rate for the year payments are to be received, and (ii) the total of the payments to be received for the Interconnection Facilities Cost for that year.

Year(s) payments to be received	Applicable ITCC rate	Total payments to be received for Interconnection Facilities Cost	ITCC for Distribution Provider’s Interconnection Facilities
2021 & beyond	See Section 4.4 of Attachment J to the Tariff*	[REDACTED]	Applicable ITCC rate x Total payments to be received for Interconnection Facilities Cost

* The estimated tax liability is based on the applicable ITCC rate in Attachment J to the Tariff and is available at the following link: <https://www.sce.com/openaccess>

2. Estimated tax liability for Distribution Upgrades = The sum of the product of (i) the applicable ITCC rate for the year payments are to be received, and (ii) the total of the payments to be received for the Distribution Upgrades Cost for that year.

Year(s) payments to be received	Applicable ITCC rate	Total payments to be received for Distribution Upgrades Cost	ITCC for Distribution Upgrades
2021 & beyond	See Section 4.4 of Attachment J to the Tariff*	[REDACTED]	Applicable ITCC rate x Total payments to be received for Distribution Upgrades Cost

* The estimated tax liability is based on the applicable ITCC rate in Attachment J to the Tariff and is available at the following link: <https://www.sce.com/openaccess>

Based upon the total estimated tax liability, the Interconnection Customer shall provide the Distribution Provider Tax Security in the total amount as calculated above in this Section 5(d)(ii) of Appendix A of the GIA in the form of a cash deposit in an escrow account, a letter of credit, a parent guaranty or other form reasonably acceptable to the Distribution Provider, pursuant to Article 5.17.3 and Appendix B of the GIA. The letter of credit, cash deposit in an escrow account, or parent guaranty shall meet the requirements of Section 4.8 of the GIP.

Upon notification of the Annual Tax Security Reassessment, the Interconnection Customer shall modify its Tax Security accordingly. If the Annual Tax Security Reassessment results in a deficiency in the Tax Security amount, the Interconnection Customer will be required to increase its Tax Security amount within thirty (30) Calendar Days after receipt of the deficiency notification. If the Annual Tax Security Reassessment results in a reduction of the Tax Security amount, the Interconnection Customer may choose to reduce its Tax Security amount or maintain the Tax Security in the current amount for the following year.

The Interconnection Customer's obligation to provide Tax Security shall terminate in accordance with Article 5.17.3 of this GIA. Upon termination of the Interconnection Customer's obligation to provide Tax Security, and Distribution Provider's receipt of the Interconnection Customer's written instructions regarding the release of any unused Tax Security, any unused amount of the Tax Security shall be released to the Interconnection Customer.

Appendix B to GIA

Milestones

1. The Interconnection Customer's Selected Option: Pursuant to Article 5.1 of the GIA, the Interconnection Customer has selected the Standard Option.

2. Milestone Dates:

Item	Milestone	Responsible Party	Due Date
(a)	Submit proof of insurance coverage in accordance with Article 18.3 of the GIA	Interconnection Customer	Within thirty (30) Calendar Days after the Effective Date
(b)	Submittal of written authorization to proceed with design and procurement of the Distribution Provider's Interconnection Facilities, Distribution Upgrades and Network Upgrades to the Distribution Provider, in accordance with Article 5.5.2 of the GIA	Interconnection Customer	Within thirty (30) Calendar Days after the Effective Date
(c)	Submittal of second posting of Interconnection Financial Security for the Distribution Provider's Interconnection Facilities, Distribution Upgrades and Network Upgrades to the Distribution Provider, pursuant to Article 11.5 and Section 5(d)(i) of Appendix A of the GIA	Interconnection Customer	Completed
(d)	Submittal of third posting of Interconnection Financial Security for the Distribution Provider's Interconnection Facilities, Distribution Upgrades and Network Upgrades to the Distribution Provider, pursuant to Article 11.5 and Section 5(d)(i) of Appendix A of the GIA	Interconnection Customer	On or before the start of Construction Activities
(e)	Submittal of written authorization to proceed with construction to the Distribution Provider, pursuant to Article 5.6.3 of the GIA	Interconnection Customer	Within thirty (30) Calendar Days after the Effective Date
(f)	Submittal of Tax Security for the estimated tax liability to the Distribution Provider, pursuant to	Interconnection Customer	Within thirty (30) Calendar Days after the Effective Date

Item	Milestone	Responsible Party	Due Date
	Article 5.17.3 and Section 5(d)(ii) of Appendix A of the GIA		
(g)	Submittal of initial specifications for the Interconnection Customer's Interconnection Facilities and Generating Facility, including System Protection Facilities, to the Distribution Provider, pursuant to Article 5.10.1 of the GIA	Interconnection Customer	Within thirty (30) Calendar Days after the Effective Date
(h)	Review of and comment on the Interconnection Customer's initial specifications, pursuant to Article 5.10.1 of the GIA	Distribution Provider	Within thirty (30) Calendar Days after the Interconnection Customer's submission of initial specifications
(i)	Submittal of initial information including the Distribution Provider's Transmission System information necessary to allow the Interconnection Customer to select equipment, in accordance with Article 24.2 of the GIA	Distribution Provider	Within ninety (90) Calendar Days after the Effective Date
(j)	Provide a copy of the Environmental Services Costs Declaration to the Interconnection Customer in accordance with Section 1.b and Section 3 of Appendix A of the GIA	Distribution Provider	On or before the start of Construction Activities
(k)	Submittal of final specifications for the Interconnection Customer's Interconnection Facilities and Generating Facility, including System Protection Facilities, to the Distribution Provider, as specified in Article 5.10.1 of the GIA	Interconnection Customer	At least nine (9) months prior to completion of the Distribution Provider's Interconnection Facilities, Distribution Upgrades and Network Upgrades
(l)	Review of and comment on the Interconnection Customer's final specifications, pursuant to Article 5.10.1 of the GIA	Distribution Provider	Within thirty (30) Calendar Days after the Interconnection Customer's submission of final specifications
(m)	Submittal of updated information by the Interconnection Customer, including manufacturer information, in accordance with Article 24.3 of the GIA	Interconnection Customer	No later than one hundred eighty (180) Calendar Days prior to Trial Operation

Item	Milestone	Responsible Party	Due Date
(n)	Notification of Control Area to the Distribution Provider, pursuant to Article 9.2	Interconnection Customer	At least three (3) months prior to the Initial Synchronization Date
(o)	Completion of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades	Distribution Provider	Within twenty-seven (27) months following Interconnection Customer's submittal of written authorization to proceed with design and procurement of the Distribution Provider's Interconnection Facilities, Distribution Upgrades and Network Upgrades, in accordance with Article 5.5.2 of the GIA*
(p)	Performance of a complete calibration test and functional trip test of the System Protection Facilities, pursuant to Article 9.7.4.6 of the GIA	Interconnection Customer and Distribution Provider	Prior to the In-Service Date
(q)	In-Service Date	Interconnection Customer	May 8, 2023*
(r)	Testing of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and testing of the Interconnection Customer's Interconnection Facilities and Generating Facility, all in accordance with Article 6.1 of the GIA	Interconnection Customer and Distribution Provider	At least thirty (30) Calendar Days prior to the Initial Synchronization Date
(s)	Provide the Distribution Provider written notice of the Interconnection Customer's expected date of initial synchronization of the Electric Generating Unit(s) at the Generating Facility to the Distribution System and ISO Grid	Interconnection Customer	At least fifteen (15) Calendar Days prior to the Initial Synchronization Date
(t)	Provide the Interconnection Customer written notice that the required Distribution Provider facilities have been installed and tested, and have been approved to	Distribution Provider	At least ten (10) Calendar Days prior to the Initial Synchronization Date

Item	Milestone	Responsible Party	Due Date
	allow initial synchronization of the Electric Generating Unit(s) at the Generating Facility to the Distribution System and ISO Grid and the commencement of Trial Operation in accordance with Article 6.1 of the GIA		
(u)	Provide the ISO written notice of the expected Initial Synchronization Date and of the Distribution Provider's notice approving the readiness of the required Distribution Provider facilities for initial synchronization of the Electric Generating Unit(s) at the Generating Facility to the Distribution System and ISO Grid and the commencement of Trial Operation	Interconnection Customer	At least ten (10) Calendar Days prior to the Initial Synchronization Date
(v)	Initial Synchronization Date/Trial Operation	Interconnection Customer	May 15, 2023*
(w)	Provide the ISO and Interconnection Customer written notice that the required Distribution Provider facilities have been installed and tested, and have been approved to allow the Generating Facility to operate in parallel with the Distribution System and ISO Grid	Distribution Provider	Within five (5) Calendar Days after the Initial Synchronization Date and satisfaction of the testing requirements of Articles 6.1 and 9.7.4.6 of the GIA
(x)	Commercial Operation Date	Interconnection Customer	May 22, 2023*
(y)	Provide the completed and signed Environmental Services Costs Declaration to the Distribution Provider in accordance with Sections 1.b and 3 of Appendix A of the GIA	Interconnection Customer	Within thirty (30) Calendar Days after the completion of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as reflected in milestone (o)
(z)	Submittal to the Distribution Provider of "as-built" drawings, information and documents for the Interconnection Customer's Interconnection Facilities and the	Interconnection Customer	Within one hundred twenty (120) Calendar Days after the Commercial Operation

Item	Milestone	Responsible Party	Due Date
	Electric Generating Units in accordance with Article 5.10.3 of the GIA		Date, unless otherwise agreed

* Note: Pursuant to Article 5.1.1, Distribution Provider shall use Reasonable Efforts to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the dates set forth above. In the event Distribution Provider reasonably expects that it will not be able to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified dates, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

Distribution Provider will revise the In-Service Date, Initial Synchronization Date/Trial Operation, and Commercial Operation Date upon completing a detailed engineering and designing process, if necessary.

Appendix C to GIA

Interconnection Details

- 1. Generating Facility:** All equipment and facilities comprising the Interconnection Customer's combined battery energy storage system and solar photovoltaic BCE Los Alamitos 2 generating facility in Los Alamitos, California, as disclosed by the Interconnection Customer in its Interconnection Request, as may have been amended during the Interconnection Study process, as summarized below:

Description: (i) four (4) SMA Sunny Central 2500 EV inverters each rated at 2500 kVA (2500 kW @ unity PF) at temperatures less than or equal to 35°C but de-rated with temperature down to 2250 kVA (2250 kW @ unity PF) at 50°C to be used for the DC-coupled solar PV with energy storage, (ii) the associated infrastructure and four (4) 2.5 MVA, 12/0.6 kV pad mounted step-up transformers with an H-X impedance value of 5.75% on a 3 MVA base, (iii) meters and metering equipment, and (iv) appurtenant equipment.	
Generating Facility Output	
Total rated (gross) capacity at inverter terminals:	10.0 MW at 1.0 PF and Temp \leq 35 °C
Total net capability at the 12 kV switchboard:	10.0 MW
Total net capacity provided under the GIA at the 12 kV switchboard:	10.0 MW
Total net capacity provided under the GIA at Point of Interconnection:	10.0 MW
Generating Facility Charging	
The Interconnection Customer has elected the following type of Charging Distribution Service under the Service Agreement for Wholesale Distribution Service:	
<input checked="" type="checkbox"/> As-Available Charging Distribution Service <input type="checkbox"/> Firm Charging Distribution Service <input type="checkbox"/> No Charging Distribution Service – storage component of the Generating Facility will charge from the output of the Electric Generating Units only	
Total rated charging capacity at inverter terminals:	10.0 MW
Total charging capability at the 12 kV switchboard:	10.0 MW
Total Charging Capacity provided under the GIA at the 12 kV switchboard:	10.0 MW
Total Charging Capacity provided under the GIA at Point of Interconnection:	10.0 MW

The Interconnection Customer has requested, and this GIA provides for, a total net output capacity of **10.0 MW** as measured at the 12 kV switchboard and **10.0 MW** at the Point of Interconnection.

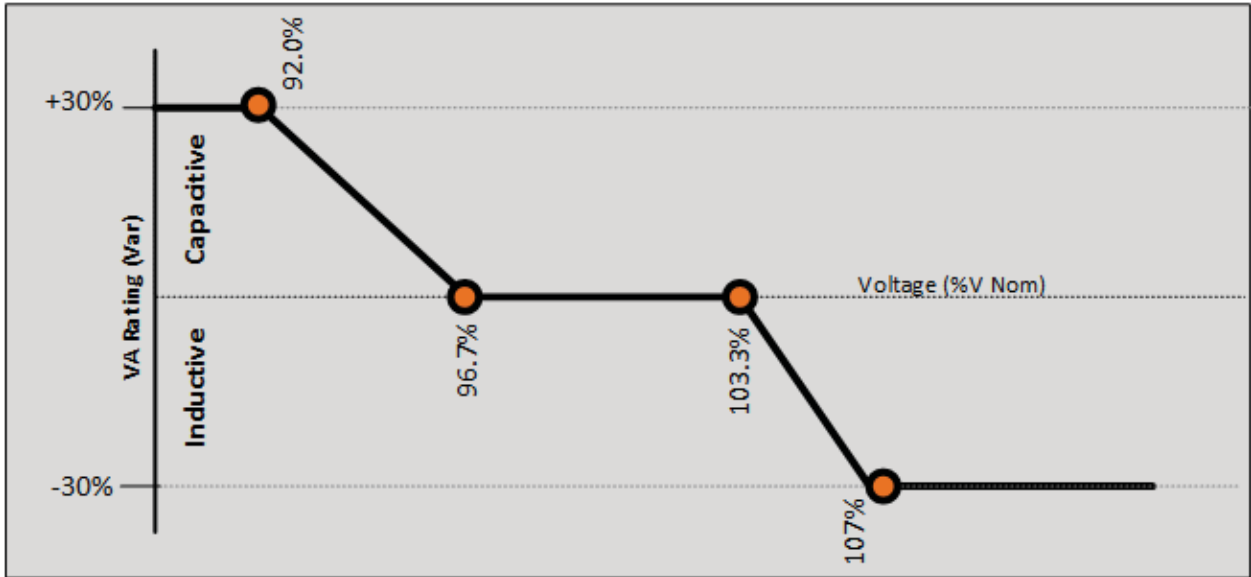
The Interconnection Customer has requested, and this GIA provides for a total Charging Capacity of **10.0 MW** as measured at the 12 kV switchboard and **10.0 MW** at the Point of Interconnection subject to any conditions specified in the Service Agreement for Wholesale Distribution Service.

The Interconnection Customer acknowledges that if the Interconnection Customer wishes to increase the amount of interconnection capacity provided pursuant to this GIA, the Interconnection Customer shall be required to submit a new Interconnection Request in accordance with the terms and conditions of the Tariff.

2. Interconnection Customer Operational Requirements:

- (a) The Interconnection Customer shall control the Generating Facility's output and Charging Demand ramp rate so as to prevent adverse voltage conditions on the Distribution System. Such ramp rate control shall be in accordance with parameters, which may be modified from time to time by the Distribution Provider, set forth by the Distribution Provider and provided to the Interconnection Customer within thirty (30) Calendar Days following the Distribution Provider's completion of final engineering for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, as applicable.
- (b) The Generating Facility will be required to operate within a 0.95 leading (boost) to 0.95 lagging (buck) power factor in accordance with Article 9.6.1.2 of the GIA. In accordance with the inverter requirements set forth in Section 3.13 of the GIP, under real-time operations, it is anticipated the Generating Facility will be required to operate as shown in the table and figure below.

Voltage Setpoint	Voltage Value	Reactive Setpoint	Reactive Value	Operation
V1	92.0%	Q1	30%	Reactive Power Injection
V2	96.7%	Q2	0	Unity Power Factor
V3	103.3%	Q3	0	Unity Power Factor
V4	107.0%	Q4	30%	Reactive Power Absorption



- (c) The Interconnection Customer shall cause the Generating Facility to participate in any RAS required to prevent thermal overloads and unstable conditions resulting from outages. Such participation shall be in accordance with applicable FERC regulations, and ISO Tariff provisions and protocols. In accordance with Good Utility Practice, the Distribution Provider will provide the Interconnection Customer advance notice of any required RAS beyond that which has already been identified in the Phase II Interconnection Study and this GIA.
- (d) Following outages of the Interconnection Facilities or the Generating Facility, the Interconnection Customer shall not energize the Generating Facility or Interconnection Customer's Interconnection Facilities for any reason without specific permission from the Distribution Provider's operations personnel. Such permission shall not be unreasonably withheld.
- (e) The Interconnection Customer shall maintain operating communications with the Distribution Provider's designated switching center. The operating communications shall include, but not be limited to, system parallel operation or separation, scheduled and unscheduled outages, equipment clearances, protective relay operations, and levels of operating voltage and reactive power.
- (f) The Interconnection Request for the Generating Facility was evaluated as part of Queue Cluster 11 and the Interconnection Customer selected Option A as the deliverability option under GIP Section 4.6.2. In accordance with the TP Deliverability allocation procedures of Section 8.9 of Appendix DD of the ISO Tariff, following the ISO's allocation of TP Deliverability, the Interconnection Customer has elected for the Generating Facility to have Energy-Only Deliverability Status. Any change in the Deliverability Status of the Generating Facility shall be made in accordance with the Tariff or ISO Tariff, as applicable.

- (g) Restrictions to Charging Operations: As specified in the Service Agreement for Wholesale Distribution Service.
- (h) Compliance with Applicable Reliability Standards: As provided in Article 4.3 of this GIA, the Interconnection Customer shall comply with all Applicable Reliability Standards for the Interconnection Customer's Interconnection Facilities and the Generating Facility. The Distribution Provider will not assume any responsibility for complying with mandatory reliability standards for such facilities and offers no opinion as to whether the Interconnection Customer must register with NERC. If required to register with NERC, the Interconnection Customer shall be responsible for complying with all Applicable Reliability Standards for the Interconnection Customer's Interconnection Facilities and the Generating Facility up to the Point of Change of Ownership, as described in Section 4 of Appendix A of this GIA.
- (i) Primary Frequency Response Operating Range for Electric Storage Resources: In accordance with Article 9.6.4.4 of the GIA, the storage component(s) of the Generating Facility as described in Section 1 of this Appendix C shall comply with the primary frequency response requirements of Articles 9.6.4, 9.6.4.1 and 9.6.4.2 of the GIA whenever such storage component(s) is operating in parallel (in generation or charging mode) with the Distribution System and is at a state of charge within the range set forth below:

Minimum state of charge: 0.0% of the upper charging limit of each storage component

Maximum state of charge: 100.0% of the upper charging limit of each storage component

Upper charging limit: 44.0 MWh for each storage component of the Generating Facility

The state of charge range specified above for the purpose of complying with the primary frequency response requirements of the GIA shall be dynamic and is subject to reevaluation and modification annually by the Distribution Provider in consultation with the Interconnection Customer and ISO, as applicable. Factors to be considered, but not limited to, in such reevaluation and potential modification may include the following: 1) the expected magnitude of frequency deviations in the interconnection, 2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection, 3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection, 4) the physical capabilities of the electric storage resource, 5) operational limitations of the electric storage resource due to manufacturer specifications, and 6) any other relevant factors agreed to by Distribution Provider and Interconnection Customer, and in consultation with the ISO as appropriate. Any change in the state of charge range specified above, or as previously determined pursuant to this Section 2(i) of Appendix C of the GIA, as the result of such reevaluation shall be provided in writing by the Distribution Provider to the Interconnection Customer in accordance with Article 15 of the GIA.

Appendix D to GIA

Security Arrangements Details

Infrastructure security of Distribution System and Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Distribution System reliability and operational security. FERC will expect the ISO, all transmission providers, market participants, and interconnection customers interconnected to the Distribution System and Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. 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
Commercial Operation Date

This Appendix E is a part of the GIA between Distribution Provider and Interconnection Customer.

[Date]

Manager, Grid Contract Management
Southern California Edison Company
P. O. Box 800
2244 Walnut Grove Avenue
Rosemead, California 91770

Re: _____ Generating Facility

Dear _____:

On **[Date]** **[Interconnection Customer]** has completed Trial Operation of Unit No. ____.
This letter confirms that **[Interconnection Customer]** commenced Commercial Operation of Unit No. ____ at the Generating Facility, effective as of **[Date plus one day]**.

Thank you.

[Signature]

[Interconnection Customer Representative]

Appendix F to GIA

Addresses for Delivery of Notices and Billings

Notices:

(a) General Notices.

Distribution Provider	Interconnection Customer
Southern California Edison Company Attn: Manager, Grid Contract Management P. O. Box 800 Rosemead, CA 91770	Bright Canyon Energy Corporation Attn: Kevin Johnson One Arizona Center 400 East Van Buren Street, Suite 350 Phoenix, AZ 85004 With a copy to: Bright Canyon Energy Corporation Attn: Legal Department One Arizona Center 400 East Van Buren Street, Suite 350 Phoenix, AZ 85004

(b) Operating Communications and Notifications.

The Distribution Provider and the Interconnection Customer shall provide for operating communications through their respective designated representatives as follows:

The Parties agree to exchange the following information prior to the Initial Synchronization Date of each Electric Generating Unit:

Distribution Provider	Interconnection Customer Bright Canyon Energy Corporation
Grid Control Center/24 Hour Telephone:	Operator Name and/or Title: Control Room Operator 24 Hour Telephone:
	Operation Center Fax. No.: E-mail: Kevin.Johnson@brightcanyonenergy.com

Operational Matters, Force Majeure, and Outage Notices:

Distribution Provider	Interconnection Customer
-----------------------	--------------------------

Name/Title:	Attn: Kevin Johnson
Phone:	Phone: (480) 290-0427

For Emergencies:

Distribution Provider	Interconnection Customer
Name/Title:	Attn: Kevin Johnson
Phone:	Phone: (480) 290-0427

Billings and Payments:

Distribution Provider	Interconnection Customer
Southern California Edison Company	Bright Canyon Energy Corporation
Attn: Accounts Receivable (GCM)	Attn: Kevin Johnson
P. O. Box 800 Rosemead, CA 91771-0001	One Arizona Center 400 East Van Buren Street, Suite 350 Phoenix, AZ 85004

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

Distribution Provider	Interconnection Customer
Southern California Edison Company	Bright Canyon Energy Corporation
Attn: Manager, Grid Contract Management	Attn: Kevin Johnson
Phone: (626) 302-9640 E-mail: GridContractManagement@sce.com	Phone: (480) 290-0427 E-mail: Kevin.Johnson@brightcanyonenergy.com

Appendix G to GIA

Interconnection Customer's Share of Costs of Network Upgrades for Applicable Project Group

Type	Upgrades	Needed For	Cost factor	Cost Share (\$1000)
[Reliability /Delivery]	None	None		
[Reliability /Delivery]	None	None		
[Reliability /Delivery]	None	None		
			Total:	

Note: The amounts shown above are in nominal dollars.

Southern California Edison Company
Tariff Title: Wholesale Distribution Access Tariff
Tariff Record Title: Service Agreement No. 1142

Title Page
FERC FPA Electric Tariff

**SERVICE AGREEMENT FOR
WHOLESALE DISTRIBUTION SERVICE**

Between

SOUTHERN CALIFORNIA EDISON COMPANY

And

BRIGHT CANYON ENERGY CORPORATION

(Project: BCE Los Alamitos 2 – WDT1583)

Contract Effective Date: xx/xx/xx
905.1142.0
WDT1583

Tariff Record Proposed Effective Date: xx/xx/xx
Version Number: 0.0.0
Option Code A

SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

1. This Service Agreement, dated as of the date executed by the Distribution Customer, is entered into, by and between Southern California Edison Company ("Distribution Provider"), and Bright Canyon Energy Corporation ("Distribution Customer").
2. The Distribution Customer has been determined by the Distribution Provider to have a Completed Application for Distribution Service under the Tariff.
3. The Distribution Customer has provided to the Distribution Provider an Application deposit in the amount of \$11,250.00, in accordance with the provisions of Section 15.2 of the Tariff, if applicable.
4. Service under this Service Agreement shall commence on the later of (1) May 15, 2023, or (2) for a Wholesale Distribution Load the date on which construction of any Direct Assignment Facilities and/or Distribution System Upgrades specified in Sections 7.0 and 8.0 of the attached Specifications For Wholesale Distribution Service are completed and all additional requirements are met pursuant to Section 13.5 of the Tariff, or (3) for a Resource, the date on which construction of any facilities specified in its generator interconnection agreement are completed, or (4) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on the earliest of the following to occur: (1) the termination date of the Distribution Customer's BCE Los Alamitos 2 project Generator Interconnection Agreement between Distribution Provider and Distribution Customer executed concurrently herewith ("GIA"), or (2) the date on which Distribution Provider terminates at Distribution Provider's option, subject to FERC acceptance, if prior to the Interconnection Facilities Completion date as defined in the GIA, the Distribution Provider learns that

Distribution Customer has terminated its plan to complete and energize the BCE Los Alamitos 2 project.

5. The Distribution Provider agrees to provide and the Distribution Customer agrees to take and pay for Distribution Service in accordance with the provisions of the Tariff and this Service Agreement.

6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Distribution Provider:

Southern California Edison Company

Transmission & Distribution

Manager, Grid Contract Management

P. O. Box 800

2244 Walnut Grove Avenue

Rosemead, California 91770

Telephone No. (626) 302-9640

E-mail: GridContractManagement@sce.com

Distribution Customer:

Bright Canyon Energy Corporation

Attn: Kevin Johnson

One Arizona Center

400 East Van Buren Street, Suite 350

Phoenix, AZ 85004

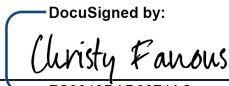
Telephone No. (480) 290-0427

E-mail: Kevin.Johnson@brightcanyonenergy.com

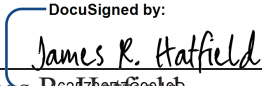
7. The Tariff and attached Specifications For Wholesale Distribution Service are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Distribution Provider:

By:	 <small>FC3018DAD8974AC...</small>	Managing Director, Compliance, Vegetation, & Operational Services, Transmission & Distribution	3/30/2021
	Christine Fanous	Title	Date

Distribution Customer:

By:	 <small>862474041...</small>	Treasurer	3/30/2021
	James R. Hatfield	Title	Date

SPECIFICATIONS FOR WHOLESALE DISTRIBUTION SERVICE

1. Term of Transaction: See Section 4 of the Service Agreement

Service Commencement Date: See Section 4 of the Service Agreement

Termination Date: See Section 4 of the Service Agreement

2. For a Resource, a description of capacity and energy, a five-year forecast of monthly Generation, and quantity of Contract Demand, if any: Distribution Customer's BCE Los Alamitos 2 project as described in the GIA. Capacity shall be as specified in Section 6 below. Distribution Customer shall provide Distribution Provider a five-year forecast of monthly Generation.

3. Point of Receipt: Generating Facility Output – A tap on the Distribution Provider's Garnsey 12 kV distribution circuit out of Cypress 66/12 kV Substation near structure #1367936E; Charging Distribution Service – The ISO Grid at Distribution Provider's Del Amo Substation 220 kV bus.

Point of Delivery: Generating Facility Output – The ISO Grid at Distribution Provider's Del Amo Substation 220 kV bus; Charging Distribution Service – A tap on the Distribution Provider's Garnsey 12 kV distribution circuit out of Cypress 66/12 kV Substation near structure #1367936E.

Receiving Party: Generating Facility Output – The California Independent System Operator Corporation; Charging Distribution Service – The Distribution Customer.

4. Description of Wholesale Distribution Load at the Point of Delivery (including a five year forecast of monthly load requirements): Not Applicable.

5. Interruptible Wholesale Distribution Load amount (summer and winter), location and conditions/limitations (five year forecast): Not Applicable.
6. Capacity and energy to be transmitted.
 - 6.1 For Resources:

Generation: 10.0 MW.

Contract Demand (if applicable): 10.0 MW.
 - 6.2 For Wholesale Distribution Load, the estimated peak load for informational purposes only: Not Applicable.
7. Direct Assignment Facilities: Provided for in the GIA.
8. Distribution System Upgrades required prior to the commencement of service: Provided for in the GIA.
9. Real Power Loss Factors: The factor(s) set forth in Section 13.9 of the Tariff applicable to Resources interconnected at distribution voltages below 50 kV and greater than or equal to 2 kV.
10. Power Factor: The Distribution Customer is required to maintain its power factor within a range of 0.95 lagging to 0.95 leading (or, if so specified in the Service Agreement, a greater range), pursuant to Good Utility Practice. This provision recognizes that a Distribution Customer may provide reactive power support in accordance with Section 12.10 (Self Provision of Ancillary Services), of this Tariff. The operating power factor at the high-side of the Distribution Customer's generator substation or equivalent location as specified in the GIA for the output of the Resource and at the Point of Delivery for the Charging Capacity shall be at unity unless Distribution Customer is otherwise notified by the Distribution Provider to maintain a specified voltage schedule while operating within the power factor range as specified above.

11. Distribution Service under this Agreement will be subject to the charges detailed below, as applicable, unless the Distribution Customer is paying for Higher-of Facilities. For Distribution Customers with Charging Capacity, the payment obligation arises after the storage Resource commences Commercial Operation.

For Distribution Service to Charging Capacity from ISO Grid.

11.1 Monthly Customer Charge: No charge.

11.2 Monthly Charge for Charging Capacity (if applicable): No charge.

If Charging Distribution Service customer paying Demand Charge Rate

Monthly Charge = Contract Demand * Demand Charge Rate

Demand Charge Rate: Per the Tariff for Service Level: Not Applicable.

Service Type: As-Available.

11.3 Facilities Charge: The monthly Interconnection Facilities Charge and the monthly Distribution Upgrades Charge, as provided for under the GIA.

11.3 System Impact and/or Facilities Study Charge(s) (if not otherwise set forth in Attachment I to the Tariff): None.

12. Letter of credit or alternative form of security to be provided and maintained by a Wholesale Distribution Load Distribution Customer pursuant to Sections 8 and 16.4 of the Tariff: Not Applicable.

13. Operating conditions and/or limitations relating to As-Available Charging Distribution Service: Pursuant to the Distribution Provider's interconnection studies performed pursuant to Attachment I to the Tariff, restrictions on the Resource's charging operations may be implemented for reliability reasons. The restrictions under normal operating conditions will be developed after the execution of this Service Agreement and will be provided to the Distribution

Customer prior to Commercial Operation of the Resource. The Distribution Provider will monitor conditions on the Distribution System to determine the acceptable limits for the storage component of the Resource to conduct charging operations and communicate such limits to the Distribution Customer via a written schedule that is to be programmed into the Distribution Customer's control system or, upon implementation of the constraint management system pursuant to Appendix A of the GIA, an automated procedure. Failure of the Distribution Customer to limit or cease charging operations as directed by the Distribution Provider shall be subject to curtailment or disconnection in accordance with the Tariff.

14. If a Distribution Customer has Charging Capacity and retail load at the same site, the meters shall be configured to meter the retail load separately from the Charging Capacity.

Certificate Of Completion

Envelope Id: F4C07E6B798A441B94BFBB1ADE33ECCE	Status: Completed
Subject: SCE Request for Signature of WDT1583 BCE Los Alamitos 2 Project	
Custom Envelope Field: WDT	
Source Envelope:	
Document Pages: 118	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Cabral
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 700
	Rosemead, CA 91770
	michelle.cabral@sce.com
	IP Address: 192.213.136.166

Record Tracking

Status: Original	Holder: Michelle Cabral	Location: DocuSign
3/26/2021 10:23:35 AM	michelle.cabral@sce.com	

Signer Events

Christy Fanous
Christine.Fanous@sce.com
Managing Director
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

FC3018DAD8974AC...
Signature Adoption: Pre-selected Style
Using IP Address: 47.151.151.128

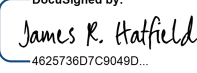
Timestamp

Sent: 3/30/2021 10:13:18 AM
Viewed: 3/30/2021 11:51:55 AM
Signed: 3/30/2021 11:52:08 AM

Electronic Record and Signature Disclosure:

Accepted: 3/30/2021 11:51:55 AM
ID: 58fff557-4296-41c2-b5d9-176c8daedb50

James R. Hatfield
James.Hatfield@aps.com
Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

4625736D7C9049D...
Signature Adoption: Pre-selected Style
Using IP Address: 137.91.114.225

Sent: 3/30/2021 11:52:13 AM
Viewed: 3/30/2021 1:13:46 PM
Signed: 3/30/2021 1:14:59 PM

Electronic Record and Signature Disclosure:

Accepted: 3/30/2021 1:13:46 PM
ID: 75998e7f-285b-49c4-8029-79f0728a1843

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Annette Ramos
annette.ramos@sce.com
Southern California Edison Company
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/30/2021 10:13:18 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Keith Ban Keith.Ban@sce.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/30/2021 10:13:18 AM Viewed: 3/30/2021 10:28:24 AM
Janae Camacho Janae.Camacho@sce.com Southern California Edison Company Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/30/2021 11:52:13 AM
Maria G Gutierrez Maria.G.Gutierrez@sce.com Analyst-Program/Project 1 SCE Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/30/2021 11:52:13 AM
David Schiada David.Schiada@sce.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/30/2021 1:15:03 PM
Napa Tayavibul Napa.Tayavibul@sce.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/30/2021 1:15:03 PM
Regulatory Affairs RegAffairsDocuSignNotification@sce.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/30/2021 1:15:03 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	3/30/2021 10:13:18 AM
Certified Delivered	Security Checked	3/30/2021 1:13:46 PM
Signing Complete	Security Checked	3/30/2021 1:14:59 PM
Completed	Security Checked	3/30/2021 1:15:03 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Southern California Edison Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Southern California Edison Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: IGInformationgovernance@sce.com

To advise Southern California Edison Company of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at IGInformationgovernance@sce.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Southern California Edison Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to IGInformationgovernance@sce.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Southern California Edison Company

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to IGInformationgovernance@sce.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Southern California Edison Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Southern California Edison Company during the course of your relationship with Southern California Edison Company.

Attachment B5

SDG&E Fluence Energy Kearny 252 SGIA

ATTACHMENT E

SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA) (For Generating Facilities No Larger Than 20 MW)

This Interconnection Agreement ("Agreement") is made and entered into this 8 day of January, 2021, by San Diego Gas & Electric Company ("Distribution Provider"), and San Diego Gas & Electric ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Distribution Provider Information:

Distribution Provider: San Diego Gas & Electric Company
Attention: Customer Generation
Address: 8316 Century Park Court, CP52F
City: San Diego State: CA Zip: 92123-1582
Phone: (858) 636-5581 Fax: (619) 819-4448

Interconnection Customer Information:

Interconnection Customer: San Diego Gas & Electric Company
Attention:
Address: 8690 Balboa Avenue
City: San Diego State: CA Zip: 92123
Phone: (619)-676-9278 FAX: N/A

Interconnection Customer Application No.: W125

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all Interconnection Requests submitted under the Small Generator Interconnection Procedures (SGIP) except for those submitted under the 10 kW Inverter Process contained in SGIP Attachment 4.
- 1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's Small Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider's Distribution System.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the Distribution Provider and the CAISO in accordance with the CAISO Tariff.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the Distribution Provider and the Interconnection Customer.

1.5 Responsibilities of the Parties

- 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
- 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, in accordance with this Agreement, and with Good Utility Practice.
- 1.5.3 The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System and Interconnection Facilities, Distribution Upgrades, and Network Upgrades in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider or Affected Systems. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this SGIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this SGIA shall govern.
- 1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Transmission System, Distribution System personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.
- 1.5.6 The Distribution Provider shall coordinate with all Affected Systems to support the interconnection.

1.6 Parallel Operation Obligations

Once the Small Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures

pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in the Tariff or by the system operator for the Distribution Provider's Distribution System and; 2) the Operating Requirements set forth in Attachment 4 of this Agreement.

1.7 Metering

The Interconnection Customer shall be responsible for the Distribution Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

1.8.1 The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the control area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

1.8.2 The Transmission Provider is required to pay the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Small Generating Facility when the Distribution Provider requests the Interconnection Customer to operate its Small Generating Facility outside the range specified in article 1.8.1. In addition, if the Distribution Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Interconnection Customer.

1.8.3 Payments shall be in accordance with the Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to a regional transmission organization or independent system operator FERC-approved rate schedule. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb reactive power under this Agreement, the Parties agree to expeditiously file such rate schedule and agree to support any request for waiver of the Commission's prior notice requirement in order to compensate the Interconnection Customer from the time service commenced.

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

- 2.1.1 The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five (5) Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider a written test report when such testing and inspection is completed.
- 2.1.2 The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customers written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

- 2.2.1 The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 4 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.
- 2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the Distribution Providers Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

- 2.3.1 Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.

- 2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 2.3.3 Each Party shall be responsible for its own costs associated with following this article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by the FERC. The Distribution Provider shall promptly file this Agreement with the FERC upon execution, if required.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ten years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this Agreement (if required), which notice has been accepted for filing by FERC.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider 20 Business Days written notice.

3.3.2 Either Party may terminate this Agreement after Default pursuant to article 7.6.

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Distribution Provider's Distribution System. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.4 This provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

- 3.4.1 **Emergency Conditions** -- "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 the Distribution 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 Distribution System or the Distribution Provider's Interconnection Facilities or the Transmission Systems of others to which the Distribution System is directly connected; or (3) that, in the case of the 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 Small Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility. The Distribution Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Distribution Provider's Transmission System or Distribution System or other Affected Systems. 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 both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.
- 3.4.2 **Routine Maintenance, Construction, and Repair**
The Distribution Provider may interrupt interconnection service or curtail the output of the Small Generating Facility and temporarily disconnect the Small Generating Facility from the Distribution Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Distribution Provider's Distribution System. The Distribution Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Distribution Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.
- 3.4.3 **Forced Outages**
During any forced outage, the Distribution Provider may suspend interconnection service to effect immediate repairs on the Distribution Provider's Distribution System. The Distribution Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Distribution Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 **Adverse Operating Effects**
The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of

service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the Distribution Provider's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Distribution Provider may disconnect the Small Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Distribution Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and the Distribution Provider's Distribution System and Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Providers Interconnection Facilities.

4.2 Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 2 of this Agreement. If the

Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

No portion of this article 5 shall apply unless the interconnection of the Small Generating Facility requires Network Upgrades.

5.2 Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 2 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne initially by the Interconnection Customer.

5.2.1 Repayment of Amounts Advanced for Network Upgrades

The Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection

Customer on a dollar-for-dollar basis for the non-usage sensitive portion of Distribution charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for distribution services with respect to the Small Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person.

5.2.1.1 Notwithstanding the foregoing, the Interconnection Customer, the Distribution Provider, and Affected System operator may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and Affected System operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or Affected System operator will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-

usage sensitive portion of Distribution charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

5.2.1.2 If the Small Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

5.3 Special Provisions for Affected Systems

Unless the Distribution Provider provides, under this Agreement, for the repayment of amounts advanced to Affected System operator for Network Upgrades, the Interconnection Customer and Affected System operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to Affected System operator as well as the repayment by Affected System operator.

5.4 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, 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 the 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 reimbursements or transmission credits for transmission service that is not associated with the Small Generating Facility.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

(This Article of the SGIA does not apply to this interconnection.)

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 3 of this Agreement. A Party's obligations under this

provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 3. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

(This Article of the SGIA does not apply to this interconnection.)

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

7.1 Assignment

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

7.1.1 Either Party may assign 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;

7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.

7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability,

or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3 Indemnity

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, 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.

7.3.5 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 this article 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.

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement 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.

7.5 Force Majeure

- 7.5.1 As used in this article, a **Force Majeure Event** 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 an act of negligence or intentional wrongdoing."
- 7.5.2 If a **Force Majeure Event** prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the **Force Majeure Event** (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the **Force Majeure Event**, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the **Force Majeure Event** until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the **Force Majeure Event** cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

- 7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a **Force Majeure Event** as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.
- 7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement 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 Agreement, to recover from the

defaulting 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 Agreement.

Article 8. Insurance

(This Article of the SGIA does not apply to this interconnection.)

Article 9. Confidentiality

- 9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.
- 9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
- 9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, 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 Agreement, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to FERC. The Party shall notify the other Party to this Agreement when it is notified by FERC 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 § 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.

Article 10. Disputes

- 10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.
- 10.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, either Party may contact FERC's Dispute Resolution Service (DRS) for assistance in resolving the dispute.
- 10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (est., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.
- 10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.
- 10.6 If neither Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement

Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with FERC policy and Internal Revenue Service requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

- 12.1 Governing Law, Regulatory Authority, and Rules
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of California (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3. No Third-Party Beneficiaries

This Agreement 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.

12.4 Waiver

12.4.1 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.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement 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 Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

This Agreement, including all Attachments, 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 Agreement. 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 Agreement.

12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 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 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.

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent

jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

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

12.10 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 Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 Subcontractors

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

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. 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 the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractors insurance.

12.12 Reservation of Rights

The Distribution Provider shall have the right to make a unilateral filing with FERC to

modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: San Diego Gas & Electric Company
Attention: Fernando Valero
Address: 8690 Balboa Avenue
City: San Diego State: CA Zip: 92123
Phone: (619)-676-9278 Cell:

If to the Distribution Provider:

Distribution Provider: San Diego Gas & Electric Company
Attention: Customer Generation
Address: 8316 Century Park Court, CP52F
City: San Diego State: CA Zip: 92123
Phone: (858) 636-5581 Fax: (619) 819-4448

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below.

Interconnection Customer: San Diego Gas & Electric Company
Attention: Fernando Valero
Address: 8690 Balboa Avenue
City: San Diego State: CA Zip: 92123

Distribution Provider: San Diego Gas & Electric Company
Attention: Customer Payment Services, CP61C
Address: PO Box 129831
City: San Diego State: CA Zip: 92112

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below.

If to the Interconnection Customer:

Interconnection Customer: San Diego Gas & Electric Company
Attention: Fernando Valero
Address: 8690 Balboa Avenue
City: San Diego State: CA Zip: 92123
Phone: (619)-676-9278 FAX: N/A

If to the Distribution Provider:

Distribution Provider: San Diego Gas & Electric Company
Attention: Customer Generation
Address: 8316 Century Park Court, CP52F
City: San Diego State: CA Zip: 92123
Phone: (658) 636-5581 Fax: (619) 819-4448

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: San Diego Gas & Electric Company
Attention: Jay Bick
Address: 8690 Balboa Avenue
City: San Diego State: CA Zip: 92123
Phone: (585)-943-4611 Cell: (585)-943-4611

Distribution Provider's Operating Representative:

Distribution Provider: San Diego Gas & Electric Company
Attention: Electric Distribution Operations & Training Manager
Address: 9060 Friars Road, SD1162
City: San Diego State: CA Zip: 92108
Phone: (619) 725-5148 Fax: (619) 725-5158

13.5 Changes to the Notice Information

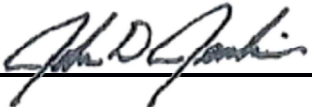
Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Distribution Provider

Name: John D. Jenkins


Signature:  _____

Title: Vice President – Electric System Operations

Date: 1/19/2021

For the Interconnection Customer

Name: Estela de Llanos

Signature:  _____

Title: Vice President – Clean Transportation, Sustainability & Chief Environmental Officer

Date: January 8, 2021

Attachment 1

Glossary of Terms

Affected System - An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection.

Applicable Laws and Regulations - 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.

Business Day - Monday through Friday, excluding Federal Holidays.

Default - The failure of a breaching Party to cure its Breach under the Small Generator Interconnection Agreement.

Distribution Owner - The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Small Generator Interconnection Agreement to the extent necessary.

Distribution Provider - The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the distribution of electricity in interstate commerce and provides distribution service under the Tariff. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution System - The Distribution 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 Distribution networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

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

Good Utility Practice - Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility 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 any one of a number of the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority - 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 the Interconnection Customer, the Interconnection Provider, or any Affiliate thereof.

Interconnection Customer - Any entity, including the Distribution Provider, the Distribution Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Generating Facility with the Distribution Provider's Distribution System.

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

Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this SGIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this SGIA shall govern.

Interconnection Request - The Interconnection Customer's request, in accordance with the Tariff, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Distribution Provider's Distribution System.

Material Modification - A modification that has a material impact on the cost or timing of any Interconnection Request or any other valid interconnection request with a later queue priority date.

Network Upgrades - Additions, modifications, and upgrades to the Distribution Provider's Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider's Transmission System to accommodate the interconnection of the Small Generating Facility with the Distribution Provider's Distribution System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements - Any operating and technical requirements that may be applicable due to Regional Transmission Organization, California Independent System Operator Corporation, control area, or the Distribution Provider's requirements, including those set forth in the Small Generator Interconnection Agreement.

Party or Parties - The Distribution Provider, Distribution Owner, Interconnection Customer or any combination of the above.

Point of Interconnection - The point where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

Reasonable Efforts - With respect to an action required to be attempted or taken by a Party under the Small Generator Interconnection Agreement, 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.

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

Tariff - The Distribution Provider's Wholesale Distribution Access Tariff through which open access distribution service and Interconnection Service are offered, as filed with the FERC, and as amended or supplemented from time to time, or any successor tariff.

Transmission System - The facilities owned by the Distribution Provider that have been placed under the CAISO's operational control and are part of the CAISO Grid.

Upgrades - The required additions and modifications to the Distribution Provider's Transmission System and Distribution System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Attachment 2

Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

San Diego Gas & Electric, the Interconnection Customer (IC), has submitted an Interconnection Request (IR) under San Diego Gas & Electric Company's (SDG&E) Wholesale Distribution Open Access Tariff (WDAT) for the proposed Kearny 252 ESS Project. The Project will occupy queue position 126 in the SDG&E WDAT Generation Interconnection Request Queue.

The Project will consist of a 10 megawatt^{AC} (MW) battery and will have a rated output of 10 MW^{AC}. The project's point of interconnection (POI) has been identified by the IC at pole, P95251 and intercepts existing 12 kilovolt (kV) circuit 252 adjacent to Kearny Substation. The Project was studied as part of the Kearny cluster for cumulative generation output of (3) 10 MW projects.

Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses, i.e., cost of ownership (COO) and ITCC¹ associated with its Interconnection Facilities and metering equipment.

Interconnection Facilities

The estimated costs below include interconnection and/or system upgrades required to interconnect the Project to SDG&E's distribution system.

Interconnection Facilities (ICF)	Cost Estimate
Metering CTs and PTs	\$12,500
Install Telemetry	\$8,000
Underground	\$1,000,000
SCADA Switch	\$200,000
Distribution Upgrades (DU)	
Modification to substation transformer voltage control	\$15,000
Total ICF and DU	\$1,235,500
ITCC Tax (24%)	\$346,827
Total ICF and DU w/ITCC	\$1,582,327
Transmission Improvements	
Reliability Network Upgrades	\$298,000
Total:	\$1,880,327

¹ ITCC is the Income Tax Component of Contributions, which is the cost component incurred by the Distribution Provider. If the Project meets the Safe Harbor exemption requirements, it may be exempt from the requirement to pay the ITCC.

Interconnection Customer Initials EMdelL

Interconnection Customer retains financial responsibility for any Interconnection Facilities, Distribution Upgrades, or Network Upgrades determined by subsequent engineering or study work, such as final engineering and design work, or other future operational or other technical study. If future engineering or other study work determines that the Interconnection Customer is financially responsible for Interconnection Facilities, Distribution Upgrades, Network Upgrades, environmental costs, or permitting costs identified in these future studies, the GIA will be amended to assign the Interconnection Customer financial responsibility for such facilities and upgrades.

The Interconnection Customer is San Diego Gas & Electric Company, and the proposed facility is utility-owned generation. As such, this project is not required to pay either monthly or one-time cost of ownership charges.

Attachment 3

Milestones

In-Service Date: 08/01/2021

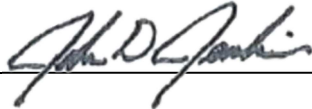
Critical milestones and responsibility as agreed to by the Parties:

	Milestone	Date	Responsible Party
(1)	Final Auto-CAD drawing submission*	02/12/2021	IC
(2)	Accept and sign preliminary design	02/26/2021	IC
(3)	Provide switchgear drawings to SDG&E	02/26/2021	IC
(4)	Switchgear/meter cabinet installed	04/30/2021	IC
(5)	CTs and PTs installed	05/14/2021	Distribution Provider (DP)
(6)	AHJ inspection release	05/21/2021	DP
(7)	Energize on inspection and set metering	05/25/2021	DP
(8)	Pre-parallel inspection and testing	05/31/2021	DP and IC
(9)	Initial Synchronization	06/04/2021	IC
(10)	Provide written approval to IC for operation of facilities	06/04/2021	DP
(11)	Commercial Operation Date	08/01/2021	IC
(12)	Submittal of as-built drawings	12/01/2021	IC

*Auto-CAD drawing must represent the exact location of the applicant's switchgear in relation to the point of interconnection.

Agreed to by:

For the Distribution Provider _____
Date January 19, 2021



For the Distribution Owner (if applicable) _____
Date _____

For the Interconnection Customer _____
Date January 8, 2021



Attachment 4

Additional Operating Requirements for the Distribution Provider's Distribution System and Affected Systems Needed to Support the Interconnection Customer's Needs

Distribution Provider shall also provide requirements that must be met by Interconnection Customer prior to initiating parallel operation with Distribution Provider's Distribution System.

Interconnection Customer shall operate its Project in compliance with the following operating conditions required by the Distribution Provider:

ES Charging Limit - Hour and Month for Circuit 252												
Time (hr)	Jan MW	Feb MW	Mar MW	Apr MW	May MW	Jun MW	Jul MW	Aug MW	Sep MW	Oct MW	Nov MW	Dec MW
0100	5.6	5.3	5.3	5.8	5.6	5.4	5.1	5.3	5.3	5.8	5.8	5.7
0200	5.5	5.4	5.4	6.0	5.7	5.6	5.6	5.5	5.4	5.9	5.9	5.8
0300	5.5	5.5	5.5	6.0	5.8	5.7	5.7	5.6	5.5	6.0	5.9	5.7
0400	5.7	5.6	5.6	6.1	5.9	5.4	4.8	5.6	5.6	6.1	5.9	5.8
0500	5.7	5.7	5.7	6.1	5.9	5.8	5.5	5.5	5.6	6.0	5.9	5.7
0600	5.4	5.6	5.6	5.8	5.7	5.6	5.3	5.2	5.5	5.8	5.6	5.4
0700	4.5	4.6	4.6	5.1	4.8	4.9	4.3	4.1	4.6	4.9	4.8	4.6
0800	3.4	3.7	3.7	4.1	4.2	4.3	3.3	3.3	3.6	4.0	3.8	3.6
0900	2.8	2.8	2.8	3.6	3.6	3.4	2.4	2.2	2.8	3.2	3.2	3.1
1000	2.5	2.6	2.6	3.3	3.3	2.9	1.7	1.5	2.1	2.6	2.6	2.9
1100	2.4	2.6	2.6	2.9	2.9	2.2	1.2	1.0	1.4	2.0	1.9	2.6
1200	2.1	2.5	2.5	2.6	2.5	1.8	0.7	0.5	1.0	1.4	1.7	2.4
1300	2.1	2.4	2.4	2.2	2.2	1.7	0.5	0.2	0.8	1.1	1.4	2.2
1400	2.0	2.3	2.3	2.1	2.1	1.5	0.5	0.1	0.4	0.9	1.3	2.1
1500	1.9	2.0	2.0	1.9	2.0	1.5	0.4	0.0	0.4	0.8	1.2	2.1
1600	2.0	2.2	2.2	1.8	1.8	1.3	0.4	0.1	0.7	0.8	1.4	2.3
1700	2.4	2.6	2.6	2.2	2.1	1.6	0.7	0.4	1.0	1.2	1.9	2.6
1800	3.0	3.0	3.0	2.6	2.3	2.1	1.0	0.9	1.7	1.8	2.5	3.0
1900	3.7	3.4	3.4	3.3	2.9	2.6	1.8	1.5	2.4	2.5	3.3	3.7
2000	4.4	4.4	4.4	4.4	4.1	3.8	3.3	3.1	3.7	3.7	4.3	4.6
2100	4.9	4.6	4.6	4.9	4.8	4.5	4.0	3.8	4.4	4.4	5.0	5.0
2200	5.2	4.9	4.9	5.1	4.9	4.9	4.5	4.3	4.6	4.9	5.2	5.2
2300	5.3	5.0	5.0	5.3	5.2	5.1	4.6	4.6	4.9	5.3	5.3	5.3
2400	5.5	5.2	5.2	5.6	5.4	5.4	4.9	5.0	5.1	5.6	5.6	5.6

Interconnection Customer shall comply with all applicable rules and tariffs including, but not limited to, the Distribution Interconnection Handbook and San Diego Gas & Electric's Wholesale Open Access Distribution Tariff.

Interconnection Customer shall operate its Project in compliance with all applicable industry standards including IEEE 1547, which requires that Interconnection Customer isolate its generation equipment from Distribution Provider's electric distribution system during an outage on the distribution line serving Interconnection Customer's project.

Interconnection Customer shall be aware that outages to the distribution system can occur due to various reasons. Interconnection Customer shall hold Distribution Provider harmless for any and all outages and the consequences that may arise as a result of the inability to operate during an outage on the distribution system.

Interconnection Customer's generation may be disconnected from the distribution system if the voltage on the distribution circuit feeding generation exceeds operating limits, typically 12.3 kV.

Attachment B6

SDG&E Hecate Grid E&P Ortega SCE Fully Executed 2021.05.18

LETTER AGREEMENT

May 4, 2021

Chris Bullinger
President & CEO
Hecate Grid, LLC
621 West Randolph Street
Chicago, IL 60661

Re: Letter Agreement for the Ortega Grid Project WDT1636

Dear Mr. Wapner:

Hecate Grid, LLC (“Interconnection Customer”) is proposing to construct and operate the Ortega Grid Project (“Project”), a 24.75 MW (gross), 20 MW (at Point of Interconnection) Battery Energy Storage Systems (“BESS”) Generating Facility to be located in Lake Elsinore, California. Interconnection Customer submitted an Interconnection Request to Southern California Edison Company (“SCE”), pursuant to the Wholesale Distribution Access Tariff (“WDAT”), to interconnect the Project at SCE’s Mayer 33 kV distribution circuit. Interconnection Customer’s Interconnection Request was received by SCE during the Queue Cluster 12 (“QC12”) application window.

All capitalized terms used herein, and not otherwise defined, shall have the meaning ascribed to that term in Attachment I to the WDAT, Generator Interconnection Procedures (“GIP”). Interconnection Customer and SCE are sometimes referred to herein individually as “Party” and collectively as “Parties.”

In the interest of working towards the achievement of Interconnection Customer’s expected operating date, as set forth in Exhibit D (Milestones), the Interconnection Customer desires for SCE to commence certain work prior to executing the Generator Interconnection Agreement (“GIA”^{*}). Accordingly, the purpose of this letter agreement (“Agreement”) is to agree upon an interim arrangement pursuant to which SCE will commence, and Interconnection Customer will pay for, the Work, as described herein, according to the following terms and conditions:

1. **Work.** SCE will perform the Work, as described in Exhibit A, upon payment of amounts described in Section 2 and according to the terms provided herein. SCE shall perform the Work only after receipt of the payments and financial security set forth in Exhibit C, as may be modified by Section 2.2 and any applicable milestones set forth in Exhibit D. The Interconnection Customer acknowledges and understands that completion of the Interconnection Studies, if applicable, may identify required Network Upgrades and/or

^{*}note: GIA references the Generator Interconnection Agreement for a Generating Facility under the Cluster Study Process, Appendix 5 under the GIP, Attachment 1

additional or modified Interconnection Facilities and Distribution Upgrades necessary to enable operation of the Project at the full net output and understands that any such Network Upgrades and/or additional Interconnection Facilities and Distribution Upgrades will be included in the GIA as a required scope to allow full operation of the Project.

2. **Payments and Financial Security**

- 2.1. **Payments/Security.** In order for SCE to perform its obligations under the terms and conditions of this Agreement, Interconnection Customer shall provide to SCE the payments and financial security, in such estimated amounts as set forth in Exhibits B and C (as may be modified as described in Section 2.2) and in such form and on such dates as set forth in Exhibit C. SCE will provide the Interconnection Customer an invoice of such payment obligations, which must be paid by the payment dates in Exhibit C.
- 2.2. **Additional Amounts.** SCE shall notify Interconnection Customer in writing within a reasonable time if SCE learns that charges and expenses are likely to exceed the estimated amounts specified in Exhibit B, warranting adjustments to amounts in Exhibit C. In the event of such notification, SCE shall specify the payment and corresponding financial security increase(s) and Interconnection Customer shall pay such additional amounts within thirty (30) Calendar Days of receipt of an invoice for such additional amounts. For Network Upgrades, such additional amounts will not result in costs exceeding the Interconnection Customer's maximum cost responsibility identified in the Interconnection Studies, which may be modified in subsequent reassessments. The Parties will agree to amend the Agreement in order to reflect and collect the additional amounts required, subject to FERC's approval, as applicable, before an invoice for the additional amounts is issued to the Interconnection Customer.
- 2.3. **Failure to Pay; Insolvency.** Subject to Section 3.2, in the event that Interconnection Customer fails to provide payment for amounts incurred or irrevocably committed to be incurred, or fails to provide financial security, pursuant to this Agreement, SCE may (a) immediately stop Work; (b) draw on the Interconnection Financial Security for any amounts due to SCE during the term of this Agreement, and/or (c) terminate this Agreement by written notice of cancellation effective upon FERC approval. In the event that Interconnection Customer (i) is dissolved; (ii) becomes insolvent; (iii) becomes the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under federal bankruptcy laws; (iv) makes an assignment for the benefit of creditors, excluding any assignment for financing purposes; (v) is named in a suit for the appointment of a receiver, SCE may, in addition to (a) through (c) above, draw on the Tax Security (as defined in the GIA) for any tax liability imposed on SCE during the term of this Agreement.

3. **Dispute.** Disputes arising out of or in connection with this Agreement shall be resolved as follows:

- 3.1. **Submission.** In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement 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 Agreement.
- 3.2. **Payment Dispute.** In the event of a billing dispute between SCE and the Interconnection Customer, SCE shall continue to perform the Work under this Agreement as long as the Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to SCE or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Interconnection Customer fails to meet these two requirements for continuation of service, then SCE may invoke remedies in Section 2.3. 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 calculated in accordance with the methodology set forth in FERC’s Regulations at 18 C.F.R. § 35.19a(a)(2)(iii).
- 3.3. **External Arbitration Procedures.** Any arbitration initiated under this Agreement 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 Section 3, the terms of this Section 3 shall prevail.
- 3.4. **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 therefor. The

arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any provision of this Agreement 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. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

- 3.5. **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 arbitration 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.
4. **Milestone Schedule.** The milestone schedule is attached as Exhibit D. SCE shall use commercially reasonable efforts to complete the Work in accordance with this schedule; however, SCE does not warrant the Work will be completed in time to meet such deadlines, and Interconnection Customer understands and acknowledges that such deadlines are only estimates and that the due dates in Exhibit D are dependent on Interconnection Customer coordinating with SCE to complete the milestones as specified in a timely manner. SCE shall not be liable for any cost or damage incurred by Interconnection Customer as a result of or due to any delay in the completion of the Work pursuant to the milestone schedule.
5. **Termination.**

 - 5.1. Except for terms that survive termination, this Agreement shall terminate upon the earliest of the following to occur: (i) notice that this Agreement is not accepted for filing by FERC, if applicable; (ii) the effective date of the GIA, which the Parties intend to supersede this Agreement; (iii) the Interconnection Customer's receipt of SCE's notice of cancellation pursuant to Section 2.3, which is subject to acceptance by FERC; (iv) two (2) Business Days after receipt by SCE of a termination notice from Interconnection Customer to SCE at any time and for any reason; or (v) withdrawal of the Interconnection Customer's Interconnection Request for the Project.
 - 5.2. In the event that either Party terminates this Agreement for reasons other than the execution of the GIA, SCE shall use commercially reasonable efforts to mitigate the costs, damages, and charges arising as a consequence of such termination. To that end, SCE shall cancel, to the extent possible, any pending orders of, or return, any materials, or equipment procured pursuant to this Agreement. To the extent that Interconnection Customer has already paid SCE for any or all costs of such materials, equipment or contracts cancelled or returned, SCE shall refund such amounts to Interconnection Customer, less any costs or penalties incurred by SCE to cancel pending orders, or return, of such materials and equipment.

- 5.3. In the event that this Agreement is terminated or if the Work is completed before the effective date of the GIA and a payment shortfall exists pursuant to Section 5.3.2 of this Agreement, SCE shall make reasonable efforts to submit a final invoice to Interconnection Customer of all charges and expenses within twelve (12) months from the date of termination of or completion of the Work performed under this Agreement. In such event, the following true-up process will be used:
- 5.3.1. **Payment Excess.** In the event that Interconnection Customer's payment(s) paid in accordance with this Agreement exceeds the amount of SCE's charges and expenses incurred or irrevocably committed to be incurred pursuant to this Agreement, SCE shall return the excess amount without interest to Interconnection Customer within thirty (30) Calendar Days after the date of a final invoice without offset for any amount that may be in dispute. For Network Upgrades, any refundable payment amount will be made in accordance with the GIP.
- 5.3.2. **Payment Shortfall.** In the event that Interconnection Customer's payment(s) paid in accordance with this Agreement is less than the amount of SCE's charges and expenses incurred or irrevocably committed to be incurred pursuant to this Agreement, then Interconnection Customer shall pay the difference, without interest, within thirty (30) Calendar Days of the date of receipt of a final invoice, without offset for any amount which may be in dispute. If Interconnection Customer fails to pay the final invoice, SCE shall also have the right to draw on the Interconnection Financial Security for any payment shortfall. For Network Upgrades, the Interconnection Customer will be invoiced and/or SCE shall have the right to draw on the Interconnection Financial Security for any payment shortfall up to the Interconnection Customer's maximum cost responsibility.
- 5.4. In the event that Interconnection Customer elects to terminate this Agreement but still take delivery of materials or equipment procured pursuant to this Agreement, Interconnection Customer shall assume all payment obligations with respect to delivery of such materials, equipment, and contracts, and SCE shall transfer such materials and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as reasonably practicable, at Interconnection Customer's expense. In the event that Interconnection Customer has not already paid its share of Network Upgrade costs (all costs and expenses incurred or irrevocably committed to finance pre and post Construction Activities for Network Upgrades) immediately upon termination of this Agreement, SCE will liquidate the Interconnection Customer's Interconnection Financial Security associated with its cost responsibility for Network Upgrades, in accordance with Sections 4.8.5 and 5.9.5 of the GIP.
- 5.5. In the event that Interconnection Customer and SCE enter into a GIA concurrently with the termination of this Agreement, then any applicable work product generated by SCE and any associated payments made by Interconnection

Customer pursuant to this Agreement not already credited shall be reflected in the scope of, and the amount due under, such GIA.

6. Taxes

- 6.1. The Parties intend that all payment(s) made by Interconnection Customer to SCE pursuant to this Agreement shall be non-taxable in accordance with the Internal Revenue Code and any applicable state income tax laws, and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws. Interconnection Customer shall protect, indemnify and hold harmless SCE from the cost consequences of any income tax liability imposed against SCE as the result of payment(s) made by Interconnection Customer to SCE under this Agreement, as well as any interest and penalties. The financial security for the estimated tax liability set forth in Exhibits B and C shall terminate at the earlier of (1) the expiration of the ten (10) year testing period and the applicable statute of limitation, as it may be extended by SCE upon request of the Internal Revenue Service (“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.
 - 6.2. If SCE or the IRS makes a determination that the payment(s) made pursuant to this Agreement are taxable as contributions in aid of construction, either: (i) SCE may draw on the financial security provided by the Interconnection Customer for the estimated tax liability held on behalf of the Project to pay the tax liability imposed on SCE; or (ii) Interconnection Customer may elect to make a nonrefundable cash payment to SCE within thirty (30) Calendar Days of receipt of the invoice in the actual amount of the resultant tax liability. The tax liability will be calculated using the methodology described in Article 5.17.4 (Tax Gross-Up Amount) of the GIA and in accordance with IRS Notice 2016-36.
7. **Uncontrollable Force.** No 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 Uncontrollable Force, which for purposes of clarity shall include pandemic. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Uncontrollable Force shall give notice and the full particulars of such Uncontrollable Force 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 7 shall be confirmed in writing as soon as reasonably possible and shall specifically state the full particulars of the Uncontrollable Force, the time and date when the Uncontrollable Force occurred, and when the Uncontrollable Force 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. **Indemnity.** Each Party shall at all times indemnify, defend, and hold the other Party harmless from, any and all Losses arising out of or resulting from the other Party’s action or inactions with respect to its obligations under this Agreement on behalf of the indemnifying

Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

9. **Consequential Damages.** In no event shall any Party be liable under any provision of this Agreement 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, or cost of temporary equipment or services, whether based in whole or in part in contract or in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.
10. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the complete and final expression of the agreement between the Parties and is intended as a complete and exclusive statement of the terms of their agreement. This Agreement supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and other agreements, which may have been made in connection with the subject matter of this Agreement. Nothing in this Agreement is intended or shall be deemed to require SCE or Interconnection Customer to enter into any other agreement, including without limitation any agreement to interconnect the Project. Should the Parties enter into a GIA, such GIA will supersede this Agreement.
11. **Insurance.** Each Party shall maintain insurance coverage consistent with the requirements as set forth in the GIA.
12. **Access Rights.** Each Party shall provide access rights consistent with the requirements as set forth in the GIA.
13. **Waiver.** Any waiver at any time by either Party of its rights with respect to this Agreement, shall not be deemed a waiver with respect to any other failure to comply with any obligation, right or duty of this Agreement. Any delay, with the exception of the statutory period of limitation in assessing or enforcing any right, shall not be deemed a waiver of such right.
14. **No Joint Liability.** The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing contained in this Agreement shall ever be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this Agreement. Neither Party shall be under the control of the other Party. Neither Party shall be the agent of or have a right or power to bind the other Party without such other Party's express written consent.
15. **No Third Party Beneficiaries.** The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary either of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

16. **Governing Law.** This Agreement shall be interpreted by and in accordance with the laws of the State of California, without regard to the principles of conflict of laws therefor, or the laws of the United States, as applicable, as if executed and to be performed wholly within the United States.
17. **Successors and Assigns.** This Agreement shall be binding upon the Parties and their successors and assigns. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign 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 the Interconnection Customer shall have the right to assign this Agreement, without the consent of the other Party, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will require any secured party, trustee or mortgagee to notify the other Party of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Section will provide that 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 the other Party of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section 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.
18. **Survival.** Indemnity obligations and obligations to pay charges and expenses incurred or irrevocably committed to be incurred pursuant to this Agreement will survive termination of this Agreement.
19. **FERC Filing.** SCE will report this Agreement and amendments thereto in its Electronic Quarterly Report ("EQR") in lieu of filing it at FERC, pursuant to Applicable Laws and Regulations.
20. **Reservation of Rights.** SCE shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

21. **Construction.** Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any Party, but shall be construed in the manner that most accurately reflects the Parties' intent as of the date they executed this Agreement.
22. **Amendment.** The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all Applicable Laws and Regulations.
23. **Confidentiality.** The provisions governing confidentiality as set forth in the GIA are hereby incorporated herein.
24. **Authority.** Each Party hereby represents that it has the right, power, and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement 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).
25. **Warranties.** Interconnection Customer warrants that it 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; and that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities, Distribution and Network Upgrades 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 Agreement 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 Agreement.
26. **Headings.** The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.
27. **Execution.** This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

28. **Effective Date.** This Agreement shall become effective upon execution by all Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC.

SOUTHERN CALIFORNIA EDISON COMPANY

DocuSigned by:
By Jill Horswell
Name: Jill Horswell
Title: Director

ACCEPTED AND AGREED to this day of 5/10/2021

HECATE GRID, LLC

DocuSigned by:
By Chris Bullinger
Name: Chris Bullinger
Title: President & CEO

ACCEPTED AND AGREED to this day of 5/18/2021

Exhibit A

SCOPE OF WORK

A description of the Work to be performed by SCE, including that related to Interconnection Facilities, Distribution Upgrades, and Network Upgrades, as applicable. A one-line diagram of the interconnection may be included, if applicable.

Additional Definitions. For the purposes of these Exhibits, the following terms, when used with initial capitalization, whether in the singular or the plural, shall have the meanings specified below:

- (a) **BES Cyber Asset:** A programmable electronic device, including the hardware, software, and data in that device, that if rendered unavailable, degraded, or misused would, within 15 minutes of its required operation, misoperation, or non-operation, adversely impact one or more facilities, systems, or equipment, which, if destroyed, degraded, or otherwise rendered unavailable when needed, would affect the reliable operation of the Bulk Electric System, as that term is defined in NERC's Glossary of Terms.
- (b) **Charging Capacity:** The load associated with the storage component of a Generating Facility charged from the Distribution System that is used for later redelivery of the associated energy, net of Resource losses, to the Distribution System. Charging Capacity does not include load that is subject to the SCE's retail tariff.
- (c) **Charging Demand:** The flow of wholesale electric energy from the CAISO Controlled Grid solely to charge the storage component of the Generating Facility from the CAISO Controlled Grid for later redelivery of such energy, net of Generating Facility losses, to the CAISO Controlled Grid. Charging Demand does not include the delivery of energy for purposes that are subject to SCE's retail tariff.
- (d) **Shared BES Cyber Asset Facility:** A location containing BES Cyber Asset(s) for which both the Interconnection Customer and the SCE claim ownership of either the physical building, parcel of land, or devices inside the property line of the location.

1. Interconnection Facilities.

- (a) **Interconnection Customer's incremental Interconnection Facilities.** The Interconnection Customer shall:
 - (i) Install one (1) group operated switch at the Point of Change of Ownership.
 - (ii) Install one (1) isolation circuit breaker.
 - (iii) Install underground duct banks and related structures required for SCE's Interconnection Facilities and Distribution Upgrades ("Civil Construction"), in accordance with specifications and designs provided by SCE.
 - (iv) Obtain all necessary permits and easements associated with the installation of the Civil Construction.
 - (v) If applicable, provide the following:

1. Completed Interconnection Customer information sheet.
 2. Street improvement plan(s).
 3. Unique address for Point of Interconnection.
 4. Public right-of-way (street) base map(s) as required by the interconnection.
 5. Site plot plan on a 30:1 scale digital file.
 6. Easements/lease agreement(s).
 7. Grading plan(s).
 8. Sewer and storm plot plan(s).
 9. Landscape, sprinkler, pedestal location(s).
 10. Complete construction of underground systems for SCE's Interconnection Facilities and Distribution Upgrades.
- (vi) Acquire an agreement from the project site owner to have the following:
1. The right to enter property owner's premises for any purpose connected with SCE's Interconnection Facilities or interconnection service.
 2. The right for the use of SCE approved locking device if Interconnection Customer wants to prevent unauthorized access to SCE's Interconnection Facilities.
 3. The right for safe and ready access for SCE's personnel free from unrestrained animals.
 4. The right for unobstructed ready access for SCE's vehicles and equipment to install, remove, repair, and maintain SCE's Interconnection Facilities.
 5. The right to remove SCE's Interconnection Facilities after termination of interconnection service.
- (vii) Install in coordination with, and as specified by, SCE, a dedicated T1 circuit from the local telephone company to support the dedicated remote terminal unit ("RTU") communication to SCE's energy management system ("EMS"), in accordance with SCE's Interconnection Handbook if a dedicated RTU is installed locally at the Generating Facility.
- (viii) Designate, to the T1 circuit provider, SCE as a representative authorized to report trouble to, and to initiate repairs with, the communication circuit provider on the Interconnection Customer's behalf in the event of an interruption of service on the communication circuit if a T1 circuit is required for the support of a dedicated RTU installed locally at the Generating Facility.
- (ix) Allow the SCE to review the Interconnection Customer's telecommunication equipment design and perform inspections to ensure compatibility with the SCE's terminal equipment and protection engineering requirements; allow the SCE to review the Interconnection Customers' performance acceptance testing of the fiber optics and telecommunication equipment and the right to request and/or to perform correction of installation deficiencies.
- (x) Provide required data signals, make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having

suitable environmental controls for the installation of the SCE's RTU in accordance with the SCE's Interconnection Handbook. SCE's RTU is a BES Cyber Asset and the Interconnection Customer shall cooperate with the SCE in implementing and adhering to required security protections in accordance with Applicable Reliability Standards. The Interconnection Customer acknowledges that the access required under such section will include SCE's personnel ability to access twenty-four hours a day the space provided for the SCE's RTU.

- (xi) Make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having suitable environmental controls for the installation of SCE's telecommunications terminal equipment in accordance with SCE's Interconnection Handbook. The Interconnection Customer acknowledges that the access required will include SCE's personnel ability to access twenty-four hours a day the space provided for the SCE's telecommunications terminal equipment.
- (xii) Install all required logic in the Generating Facility's BESS control device to curtail charging, in order to follow the safety charging schedule.
- (xiii) Install all required ISO-approved compliant metering equipment at the Generating Facility, in accordance with Section 10 of the ISO Tariff.
- (xiv) Install the switchgear or alternative metering cabinet(s) to accommodate the meters, PTs, and CTs, to meter the retail load and Charging Capacity, as required, of the Generating Facility in accordance with SCE's ESR as described in SCE's Interconnection Handbook.
- (xv) Allow SCE to install, in the switchgear or in alternative metering cabinet(s) as determined and installed by SCE and provided by the Interconnection Customer, meters, PTs, and CTs, to meter the retail load at the Generating Facility in accordance with SCE's ESR as described in SCE's Interconnection Handbook. The Interconnection Customer acknowledges that access required will allow SCE's personnel twenty-four (24) hours a day access to the metering cabinet(s) provided for SCE's metering equipment.
- (xvi) Allow SCE to install, in the switchgear or an alternative metering cabinet(s) as determined and installed by SCE and provided by the Interconnection Customer, meters, PTs, and CTs, to meter charging demand, as required, at the Generating Facility in accordance with SCE's ESR as described in SCE's Interconnection Handbook. The Interconnection Customer acknowledges that access required will allow SCE's personnel twenty-four (24) hours a day access to the metering cabinet(s) provided for SCE's metering equipment.
- (xvii) Engineer, design and procure all equipment necessary to comply with the power factor requirements, including the ability to regulate the power factor to maintain a voltage schedule (VAR schedule). The power factor requirements shall be as measured at the high-side of the switchgear or equivalent location.
- (xviii) Provide switchgear drawings which shall comply with SCE's ESR which can be obtained at:

<http://www.sce.com/AboutSCE/Regulatory/distributionmanuals/esr.htm>

- (xix) Install disconnect facilities in accordance with SCE's Interconnection Handbook to comply with SCE's switching and tagging procedures.
 - (xx) Install a circuit breaker within the Interconnection Customer's property line in accordance with SCE's ESR to comply with SCE's protection requirements.
 - (xxi) Install all equipment and controls necessary to maintain the Generating Facility's output ramp rate within the parameters set forth, and provided to the Interconnection Customer by SCE.
 - (xxii) Install all required ISO-approved compliant metering equipment at the Generating Facility, in accordance with Section 10 of the ISO Tariff.
 - (xxiii) Acquire the necessary rights-of-way for the Interconnection Customer's Interconnection Facilities. The Interconnection Customer acknowledges that SCE's RTU, telecommunications terminal equipment, metering equipment and cabinet shall be accessible twenty-four (24) hours a day to SCE's personnel.
 - (xxiv) Perform the necessary environmental studies and obtain permits for the Interconnection Customer's Interconnection Facilities and perform the environmental activities related to SCE's Interconnection Facilities as described in Section 1(b) and the Distribution Upgrades as described in Section 3, as applicable and needed to interconnect the Generating Facility.
 - (xxv) Submit to SCE the "as-built" drawings, information and documents required and the final PSCAD model of the Generating Facility.
- (b) **SCE Interconnection Facilities:** SCE shall:
- (i) Mayer 33 kV Distribution Circuit.
 1. Engineer, design and procure three (3) 55 foot distribution poles.
 2. Engineer, design and procure approximately 300 feet of aluminum three wire ("ATW") also known as covered conductor.
 3. Engineer, design and procure one (1) Alduti-rupter switch.
 4. Engineer, design and procure approximately 250 feet of underground 1500 Jacketed Concentric Neutral ("JCN") cable.
 5. Engineer, design and procure one (1) Remote Sectionalizing Recloser ("RSR") with automation.
 6. Engineer, design and procure one (1) pad-mount gas switch.
 - (ii) Telecommunications.
 1. Engineer, design and procure all required equipment (including terminal equipment), including the communications interface with SCE's EMS. In accordance with the Interconnection Handbook, SCE will provide the required interface equipment at the Generating Facility necessary to connect the RTU to the Interconnection Customer's T1 circuit. Additionally, SCE will provide the interface equipment required to connect the T1 circuit to SCE's EMS. Notwithstanding that certain telecommunication equipment, including the telecommunications terminal equipment, will be located on the Interconnection Customer's side of the Point of Change of Ownership, the SCE shall own, operate and maintain such telecommunication equipment as part of the SCE's Interconnection Facilities.

- (iii) Metering.
 - 1. Engineer, design and procure meters required to meter the retail load at the Generating Facility. Notwithstanding that the meters will be located on the Interconnection Customer's side of the Point of Change of Ownership, the SCE shall own, operate and maintain such facilities as part of SCE's Interconnection Facilities.
 - 2. Engineer, design and procure meters required to meter the Charging Capacity at the Generating Facility. Notwithstanding that the meters will be located on the Interconnection Customer's side of the Point of Change of Ownership, SCE shall own, operate and maintain such facilities as part of SCE's Interconnection Facilities.
- (iv) Power System Controls.
 - 1. Engineer, design and procure one (1) RTU at the Generating Facility to monitor typical generation elements such as MW, MVAR, terminal voltage and circuit breaker status for the Generating Facility and plant auxiliary load, and transmit the information received thereby to SCE's Grid Control Center. Notwithstanding that the RTU will be located on the Interconnection Customer's side of the Point of Change of Ownership, SCE shall own, operate and maintain the RTU as part of SCE's Interconnection Facilities.
- (v) Review "as-built" drawings, information and documents as applicable for Interconnection Customer's Interconnection Facilities and Generating Facility submitted by the Interconnection Customer, and final PSCAD model of the Generating Facility.
- (vi) Real Properties.
 - 1. Obtain easements and/or acquire land for the installation of SCE's Interconnection Facilities.
- (vii) Environmental Activities, Permits, and Licensing.
 - 1. Perform and/or coordinate the required environmental activities and obtain required licensing and permits for the installation of SCE's Interconnection Facilities, including any associated telecommunication equipment, if applicable.
- (c) Network Upgrades:
 - (i) Stand Alone Network Upgrades: None identified as part of the final Phase II Interconnection Study.
 - (ii) Other Network Upgrades:
 - (iii) Reliability Network Upgrades: None identified as part of the final Phase II Interconnection Study.
 - (iv) Delivery Network Upgrades.
 - 1. Area Delivery Network Upgrades. The Interconnection Customer elects to not construct the Area Delivery Network Upgrades
 - 2. Local Delivery Network Upgrades. None identified in the final Phase II Interconnection Study.
- (d) Distribution Upgrades: SCE shall:
 - (i) Elsinore 115/33 kV Substation.
 - 1. Engineer, design and procure one (1) bi-directional watt transducer on a 33 kV bus tie.

2. Engineer, design and procure one (1) bi-directional watt transducer on each of the B-Banks for a total of two (2) transducers.
- (ii) Power System Controls.
 1. Engineer, design and procure Substation Automation System and point addition or bi-directional reads on the B-Banks.
 - (iii) Mayer 33 kV Distribution Circuit.
 1. Engineer, design and procure one (1) bi-directional watt transducer.
 - (iv) Real Properties.
 1. SCE will obtain easements and/or acquire land for the installation of the Distribution Upgrades.
- (e) Point of Change of Ownership.
- (i) The Point of Change of Ownership shall be the point where the conductors of SCE's Mayer 33 kV Distribution Circuit are connected to the Interconnection Customer's primary switchgear pull section or Interconnection Customer-owned pole. The Interconnection Customer shall own and maintain it's facilities connecting to SCE's facilities. SCE will own the insulators that are used to attach the conductors to the Interconnection Customer-owned pole or cable termination for primary switchgear pull section.
- (f) Point of Interconnection. SCE's Mayer 33 kV Distribution Circuit out-of Elsinore Substation near structure #2225475.
- (g) One-Line Diagram of Interconnection.

EXHIBIT B**ESTIMATED COST OF THE WORK AND FINANCIAL SECURITY**

SCE will provide an estimated cost of the Work identified in Exhibit A and any associated financial security, including Interconnection Financial Security and Tax Security*.

Additional Definitions:

Distribution Upgrades Cost: The Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades.

Interconnection Facilities Cost: All costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of the Distribution Provider's Interconnection Facilities.

Local Delivery Network Upgrades Cost: The Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of the Local Delivery Network Upgrades constructed and owned by SCE.

One-Time Cost: All costs determined by SCE to be associated with the installation of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, Reliability Network Upgrades, or Delivery Network Upgrades which are not capitalized.

Reliability Network Upgrades Cost: The Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of Reliability Network Upgrades.

a. Estimated Cost:

Element	Interconnection Facilities Cost	Interconnection Facilities One-Time Cost	Distribution Upgrades Cost	Distribution Upgrades One-Time Cost	Reliability Network Upgrades Cost	Reliability Network Upgrades One-Time Costs	Total Cost
Elsinore 115/33 kV Substation	\$0.00	\$0.00	\$141,350.86	\$29,711.18	\$0.00	\$0.00	\$171,062.03
Mayer 33 kV Circuit	\$193,943.64	\$0.00	\$47,116.49	\$0.00	\$0.00	\$0.00	\$241,060.13
Telecommunications	\$37,382.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,382.56
Metering	\$69,678.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,678.86
Power System Controls	\$55,744.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,744.20
Real Properties	\$11,731.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,731.93
Environmental Activities, Permits and licensing	\$10,679.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,679.84
Implement Safety Charging Schedule	\$0.00	\$14,631.43	\$0.00	\$0.00	\$0.00	\$0.00	\$14,631.43
As-Built Validation	\$0.00	\$6,257.03	\$0.00	\$0.00	\$0.00	\$0.00	\$6,257.03
Total	\$379,161.02	\$20,888.46	\$188,467.35	\$29,711.18	\$0.00	\$0.00	\$618,228.00

Dollar amounts are provided in Nominal dollars

b. Financial Security.

- i. The amount available to be drawn under any Credit Support shall be equal to the amounts listed in the tables shown below. The disposition of any released Credit Support shall be directed by Interconnection Customer.
 1. Interconnection Financial Security.
 - a. No Interconnection Financial Security required under this Agreement because the Interconnection Customer shall provide advanced payments as shown in the payment schedule.
 2. Distribution Upgrades Financial Security.
 - a. No Distribution Upgrades Financial Security required under this Agreement because the Interconnection Customer shall provide advanced payments as shown in the payment schedule.
 3. Financial Security Amount for ITCC/Estimated Tax Liability:
 - a. Interconnection Facilities:

The Interconnection Customer's estimated tax liability for the incremental Interconnection Facilities to support the Project addition is as follows:

Estimated tax liability for SCE's Interconnection Facilities = The sum of the product of (i) the applicable ITCC rate for the year payments are to be received, and (ii) the total of the payments to be received for the Interconnection Facilities Cost for that year.

Based upon the total estimated tax liability, the Interconnection Customer shall provide the Financial Security Amount for ITCC/Estimated Tax Liability for Interconnection Facilities in the total amount as calculated in this Exhibit B, Section (ii)1 in the form of a cash deposit in an escrow account, a letter of credit, a parent guaranty or other form reasonably acceptable to SCE and shall adjust the Financial Security amount for Interconnection Facilities in the amounts, and by the due dates as shown in the table below. The letter of credit, cash deposit in an escrow account, or parent guaranty shall meet the requirements of Section 11.1 of the GIP.

Tax Security Due Date (a)	Applicable ITCC rate (b)	Total payments to be received for Interconnection Facilities Cost (c)	ITCC for SCE's Interconnection Facilities (d)
7/1/2021	See Section 4.4 of Attachment J to the Tariff	\$379,161.02	Applicable ITCC rate x Total payments to be received for Interconnection Facilities Cost = Applicable ITCC rate for 2021 x (\$379,161.02)

* The estimated tax liability is based on the applicable ITCC rate in Attachment J to the WDAT and is available at the following link: <https://www.sce.com/openaccess>

b. Distribution Upgrades:

The Interconnection Customer's estimated tax liability for the incremental Distribution Upgrades to support the Project is as follows:

Estimated tax liability for SCE's Distribution Upgrades = The sum of the product of (i) the applicable ITCC rate for the year payments are to be received, and (ii) the total of the payments to be received for the Distribution Upgrades Cost for that year.

Based upon the total estimated tax liability, the Interconnection Customer shall provide the Financial Security Amount for ITCC/Estimated Tax Liability for Distribution Upgrades in the total amount as calculated in this Exhibit B, Section (ii)1 in the form of a cash deposit in an escrow account, a letter of credit, a parent guaranty or other form reasonably acceptable to SCE and shall adjust the Financial Security amount for Distribution Upgrades in the amounts, and by the due dates as shown in the table below. The letter of credit, cash deposit in an escrow account, or parent guaranty shall meet the requirements of Section 11.1 of the GIP.

Tax Security Due Date (a)	Applicable ITCC rate (b)	Total payments to be received for Distribution Upgrades Cost (c)	ITCC for SCE's Distribution Upgrades Cost (d)
7/1/2021	See Section 4.4 of Attachment J to the Tariff	\$188,467.35	Applicable ITCC rate x Total payments to be received for Distribution Upgrades Cost = Applicable ITCC rate for 2021 x (\$188,467.35)

* The estimated tax liability is based on the applicable ITCC rate in Attachment J to the WDAT and is available at the following link: <https://www.sce.com/openaccess>

EXHIBIT C**PAYMENT AND FINANCIAL SECURITY SCHEDULE**

SCE will include a schedule(s) of the amount, and due date, for the payments and financial security, as applicable, reflected in Exhibit B.

1. Payment Schedule:

Payment No.	Date	Interconnection Facilities Cost	Interconnection Facilities One-Time Cost	Distribution Upgrades Cost	Distribution Upgrades One-Time Cost	Reliability Network Upgrades Cost	Reliability Network Upgrades One-Time Cost	Total
1	7/1/2021	\$5,072.00	\$280.00	\$2,520.00	\$397.00	\$0.00	\$0.00	\$8,269.00
2	8/1/2021	\$6,480.00	\$357.00	\$3,220.00	\$508.00	\$0.00	\$0.00	\$10,565.00
3	9/1/2021	\$8,229.00	\$454.00	\$4,089.00	\$645.00	\$0.00	\$0.00	\$13,417.00
4	10/1/2021	\$10,367.00	\$571.00	\$5,153.00	\$812.00	\$0.00	\$0.00	\$16,903.00
5	11/1/2021	\$12,935.00	\$712.00	\$6,431.00	\$1,014.00	\$0.00	\$0.00	\$21,092.00
6	12/1/2021	\$15,944.00	\$878.00	\$7,925.00	\$1,249.00	\$0.00	\$0.00	\$25,996.00
7	1/1/2022	\$19,362.00	\$1,066.00	\$9,624.00	\$1,517.00	\$0.00	\$0.00	\$31,569.00
8	2/1/2022	\$23,086.00	\$1,272.00	\$11,476.00	\$1,809.00	\$0.00	\$0.00	\$37,643.00
9	3/1/2022	\$26,940.00	\$1,485.00	\$13,391.00	\$2,111.00	\$0.00	\$0.00	\$43,927.00
10	4/1/2022	\$30,652.00	\$1,689.00	\$15,236.00	\$2,402.00	\$0.00	\$0.00	\$49,979.00
11	5/1/2022	\$34,598.00	\$1,906.00	\$17,197.00	\$2,711.00	\$0.00	\$0.00	\$56,412.00
12	6/1/2022	\$37,065.00	\$2,042.00	\$18,424.00	\$2,904.00	\$0.00	\$0.00	\$60,435.00
13	7/1/2022	\$38,385.00	\$2,114.00	\$19,080.00	\$3,008.00	\$0.00	\$0.00	\$62,587.00
14	8/1/2022	\$38,385.00	\$2,114.00	\$19,080.00	\$3,008.00	\$0.00	\$0.00	\$62,587.00
15	9/1/2022	\$37,065.00	\$2,042.00	\$18,424.00	\$2,904.00	\$0.00	\$0.00	\$60,435.00
16	10/1/2022	\$34,598.00	\$1,906.00	\$17,197.00	\$2,711.00	\$0.00	\$0.00	\$56,412.00
Total		\$379,163.00	\$20,888.00	\$188,467.00	\$29,710.00	\$0.00	\$0.00	\$618,228.00

EXHIBIT D**MILESTONES**

Item	Milestone	Responsible Party	Due Date
(a)	Submittal of the Interconnection Facilities Cost payment, Distribution Upgrades Cost payment, Reliability Network Upgrades Cost payment and an acceptable form of security instrument for the estimated tax liability to the SCE	Interconnection Customer	In accordance with the schedule in Exhibits B and C of this Agreement
(b)	Submittal of initial specifications for the Interconnection Customer's Interconnection Facilities, including System Protection Facilities, to the SCE	Interconnection Customer	Within sixty (60) Calendar Days before the Effective Date
(c)	Review of and comment on the Interconnection Customer's initial specifications	SCE	Within thirty (30) Calendar Days after the Interconnection Customer's submission of initial specifications
(d)	Submittal of initial information including SCE's Transmission System information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements	SCE	Within ninety (90) Calendar Days after the effective date of this Agreement
(e)	Submittal of final specifications for the Interconnection Customer's Interconnection Facilities, including System Protection Facilities, to SCE	Interconnection Customer	At least twelve (12) months prior to completion of SCE's Interconnection Facilities
(f)	Review of and comment on the Interconnection Customer's final specifications	SCE	Within thirty (30) Calendar Days after submission of Exhibit D Milestone Item (f) of this Agreement

Item	Milestone	Responsible Party	Due Date
(h)	Completion of Engineering and Design of SCE's Interconnection Facilities and Distribution Upgrades*	SCE	Within sixteen (16) months following execution of this Agreement and timely completion of these Appendix D Milestones
(i)	In-Service Date for the Project*	Interconnection Customer	4/1/2022

*See Section 4 of this Agreement with respect to these Exhibit D Milestones. In the interest of working towards interconnecting the Project as quickly as possible, the Interconnection Customer is requesting an In-Service Date of 4/1/2022, and request commencement of certain work prior to executing the GIA. As stated in Exhibit D, item (h) above, SCE's estimated timeline for completion of the SCE engineering and design is 16 months. With construction, the timeline is estimated at 27 months. Therefore, according to these timelines, the earliest timeframe SCE can meet would be 8/15/2023. SCE makes no claim that the work can be completed sooner than 8/15/2023. However, following execution of this Letter Agreement and project initiation by SCE, SCE will review the timeline to determine if the timeline can be reduced and communicate such to the Interconnection Customer.

EXHIBIT E**DESCRIPTION AND ONE-LINE DIAGRAM
OF THE ORTEGA GRID GENERATING FACILITY**

Description: (i) Nine (9) SMS Central 2750 EV-US inverter units each with a rated output of 2750 kVA at up to 25oC, but de-rated with temperature down to 2500 kVA at 50oC as measured at the inverter terminals, (ii) nine (9) 2.75 MVA, 33/0.600 kV (delta-wye) pad-mount transformers each with H-X impedance of 5.75% on a 3 MVA base and X/R ratio of 8, (iii) install limiting device to limit energy storage to not exceed 20 MW at the POI, (iv) auxiliary loads, (v) the associated infrastructure, (vi) meters and metering equipment, and (vii) appurtenant equipment.	
Generating Facility Output	
Total rated (gross) capability at inverter/converter terminals:	24.75 MW at 1.0 p.f. and ambient temperatures $\leq 25^{\circ}\text{C}$
Total net capability at Interconnection Customer's switchboard:	20 MW
Total net capacity provided at Point of Interconnection ("POI")	20 MW
Generating Facility Charging	
Total rated charging capability at inverter/converter terminals:	24.75 MW at 1.0 p.f. and ambient temperatures $\leq 25^{\circ}\text{C}$
Total As-Available Charging Capacity provided at the Interconnection Customer's switchboard:	20 MW
Total As-Available Charging Capacity provided at POI:	20 MW

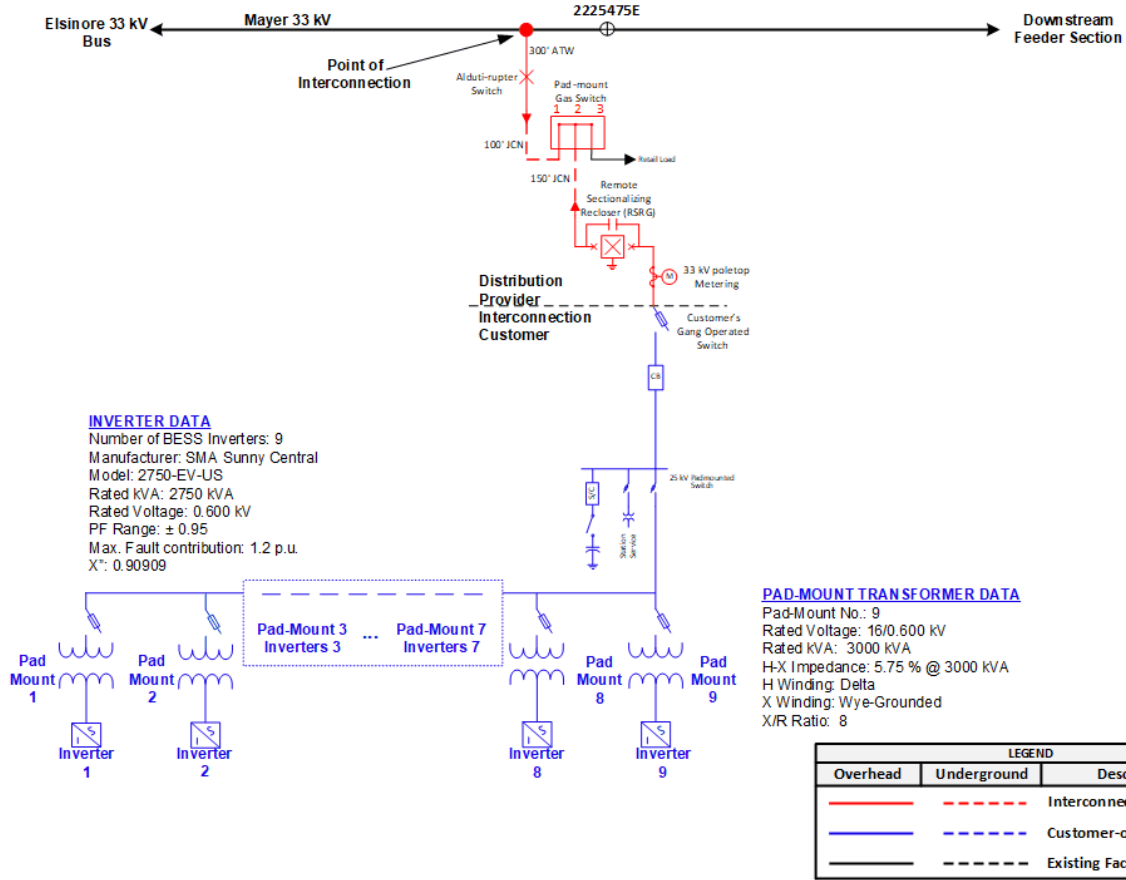


EXHIBIT F**Addresses for Delivery of Notices and Billings Notices:**

SCE	Hecate Grid, LLC
Southern California Edison Company	Name/Title: COO
Attn: Manager, Grid Contract Management	Attn: VP, Operations
P. O. Box 800 Rosemead, CA 91770	Address: 621 West Randolph Street Chicago, IL 60661

Billings and Payments:

SCE	Hecate Grid, LLC
Southern California Edison Company	Name/Title: Candace Lomas
Attn: Accounts Receivable (GCM)	Attn: VP, Finance
P. O. Box 800 Rosemead, CA 91771-0001	Address: 621 West Randolph Street Chicago, IL 60661

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

SCE	Hecate Grid, LLC
Southern California Edison Company	Name/Title: James Damon
Attn: Manager, Grid Contract Management	Attn: Director of Development
Phone: (626) 302-9640 E-mail: GridContractManagement@sce.com	Phone: (347) 436-6808 E-mail: jdamon@hecateenergy.com

Certificate Of Completion

Envelope Id: F6A2A6F3C9BC4BB9AD1F53F24DF5AB8C	Status: Completed
Subject: SCE Request for Signature of WDT1636	
Custom Envelope Field: wdt	
Source Envelope:	
Document Pages: 27	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Cabral
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 700
	Rosemead, CA 91770
	michelle.cabral@sce.com
	IP Address: 192.213.136.166

Record Tracking

Status: Original	Holder: Michelle Cabral	Location: DocuSign
5/10/2021 10:01:58 AM	michelle.cabral@sce.com	

Signer Events

Jill Horswell
 Jill.Horswell@sce.com
 Director of Grid Contracts
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 C8A800697E374C7...
 Signature Adoption: Pre-selected Style
 Using IP Address: 47.42.201.203

Timestamp

Sent: 5/10/2021 10:08:17 AM
 Viewed: 5/10/2021 10:54:41 AM
 Signed: 5/10/2021 10:54:59 AM

Electronic Record and Signature Disclosure:
 Accepted: 1/28/2021 6:27:23 PM
 ID: 9c362842-9a87-40d7-92b6-2172f3aed2cf

Chris Bullinger
 Cbullinger@hecateenergy.com
 Manager, Member
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

 7167D1381208465...
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.187.88.22

Sent: 5/10/2021 10:55:01 AM
 Viewed: 5/18/2021 8:04:39 AM
 Signed: 5/18/2021 8:04:41 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/18/2021 8:04:39 AM
 ID: b9a71d71-d918-403f-ba2e-36f4724bfb89

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Annette Ramos
 annette.ramos@sce.com
 Southern California Edison Company
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/10/2021 10:08:16 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Lawren Minor Lawren.Minor@sce.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 5/10/2021 10:08:16 AM Viewed: 5/11/2021 8:41:33 AM</p>
<p>James Damon jdamon@hecateenergy.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 5/10/2021 10:55:02 AM Viewed: 5/10/2021 12:29:51 PM</p>
<p>Maria G Gutierrez Maria.G.Gutierrez@sce.com Analyst-Program/Project 1 SCE Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 5/10/2021 10:55:01 AM</p>
<p>Maria Venegas maria.venegas@sce.com Administrative Assistant SCE Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 5/10/2021 10:55:02 AM Viewed: 5/11/2021 7:45:22 AM</p>
<p>Regulatory Affairs RegAffairsDocuSignNotification@sce.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 5/18/2021 8:04:43 AM</p>

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/10/2021 10:08:17 AM
Certified Delivered	Security Checked	5/18/2021 8:04:39 AM
Signing Complete	Security Checked	5/18/2021 8:04:41 AM
Completed	Security Checked	5/18/2021 8:04:43 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Southern California Edison Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Southern California Edison Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: IGInformationgovernance@sce.com

To advise Southern California Edison Company of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at IGInformationgovernance@sce.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Southern California Edison Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to IGInformationgovernance@sce.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Southern California Edison Company

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to IGInformationgovernance@sce.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Southern California Edison Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Southern California Edison Company during the course of your relationship with Southern California Edison Company.

Attachment B 7

SDG&E Johanna Energy Center 2019-04-04 Johanna Grant Deed Mass
APNs 52 & 74

RECORDING REQUESTED BY:
Stewart Title Guaranty Company

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder

**WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:**
Johanna Energy Center, LLC
Attn: Rosemary Antonopoulos
Vice President and Assistant General Counsel
4160 Dublin Boulevard, Suite 100
Dublin, California 94568

 44.00

* \$ R 0 0 1 0 7 4 1 7 3 2 \$ *

2019000106765 8:00 am 04/04/19

156 403 G02 7 11

7233.60 7233.60 20.00 0.00 18.00 0.00 0.000.000.00 0.00

(Above Space For Recorder's Use Only)

APNs: 016-150-52 and 016-150-74

GRANT DEED

Documentary Transfer Tax Due for this conveyance:

City of Santa Ana: \$0.00

County of Orange: \$14,467.20

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently “in connection with” a transfer subject to the imposition of documentary transfer tax (DTT).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently “in connection with” a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

MAIL TAX STATEMENTS TO THE RETURN ADDRESS NOTED ABOVE

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:

Stewart Title Guaranty Company

**WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:**

Johanna Energy Center, LLC
Attn: Rosemary Antonopoulos
Vice President and Assistant General Counsel
4160 Dublin Boulevard, Suite 100
Dublin, California 94568

(Above Space For Recorder's Use Only)

AP#: 016-150-52 and 016-150-74

GRANT DEED

Documentary Transfer Tax Due for this conveyance:

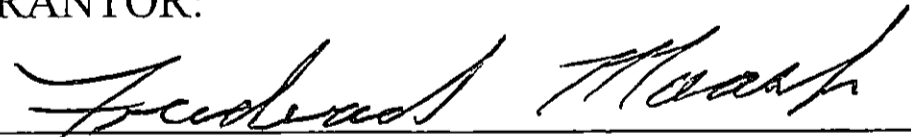
City of Santa Ana: \$0.00

County of Orange: \$14,467.20

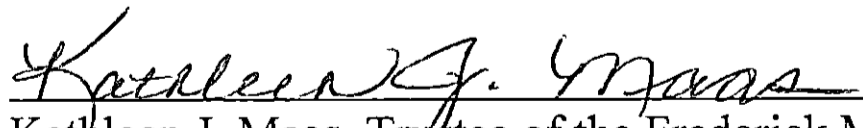
FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Frederick Maas, Jr. and Kathleen J. Maas, Trustees of the Frederick Maas, Jr. and Kathleen J. Maas Trust under Declaration of Trust dated October 2, 2006, as Amended and Restated February 26, 2008 ("**Grantor**"), hereby GRANTS to Johanna Energy Center, LLC, a Delaware limited liability company ("**Grantee**") that certain real property which is more particularly described on Exhibit A which is attached hereto.

Dated: April 4, 2019

GRANTOR:



Frederick Maas, Jr., Trustee of the Frederick Maas, Jr. and Kathleen J. Maas Trust under Declaration of Trust dated October 2, 2006, as Amended and Restated February 26, 2008



Kathleen J. Maas, Trustee of the Frederick Maas, Jr. and Kathleen J. Maas Trust under Declaration of Trust dated October 2, 2006, as Amended and Restated February 26, 2008

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

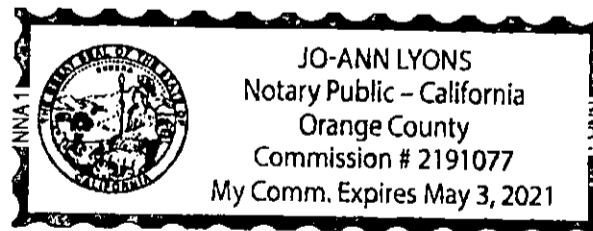
STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On MARCH 27, 2019, before me, JO-ANN LYONS, a Notary Public, personally appeared FREDERICK MAAS JR., who proved to me on the basis of satisfactory evidence to be the person(●) whose name(●) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(●) on the instrument the person(●), or the entity upon behalf of which the person(●) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jo-Ann Lyons



(SEAL)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

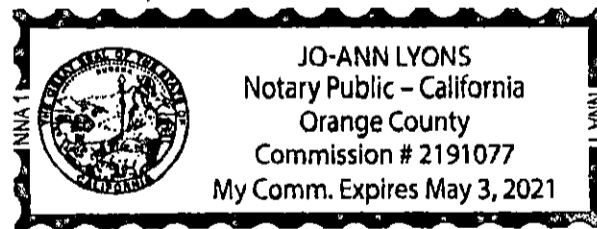
STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On MARCH 27, 2019, before me, JO-ANN LYONS, a Notary Public, personally appeared KATHLEEN J. MAAS, who proved to me on the basis of satisfactory evidence to be the person(●) whose name(●) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(●) on the instrument the person(●), or the entity upon behalf of which the person(●) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jo-Ann Lyons



(SEAL)

Exhibit A

Legal Description

PARCEL 1:

THAT PORTION OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 30, TOWNSHIP 5 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89 DEGREES 20' 25" WEST 517.44 FEET FROM THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 30, SAID POINT BEING THE ESTABLISHED BOUNDARY LINE AS DESCRIBED IN THE AGREEMENT BETWEEN BERNARD A. STOFFEL AND EMMA G. STOFFEL, HUSBAND AND WIFE AND OTHERS RECORDED FEBRUARY 20, 1948 IN BOOK 1623, PAGE 496, OF OFFICIAL RECORDS; THENCE SOUTH 0 DEGREES 26' 50" WEST ALONG SAID BOUNDARY LINE AND THE SOUTHERLY EXTENSION THEREOF, 1122 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO BERNARD A. STOFFEL AND WIFE RECORDED APRIL 13, 1945 IN BOOK 1312 PAGE 184, OF OFFICIAL RECORDS; THENCE WEST ALONG THE SOUTHERLY LINE OF SAID LAND OF STOFFEL 549.18 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE EASTERLY BOUNDARY OF THE LAND DESCRIBED AS PARCEL 1 IN THE DEED TO EARL D. YOUNG AND WIFE RECORDED NOVEMBER 21, 1941 IN BOOK 1117, PAGE 439, OF OFFICIAL RECORDS, 1122 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 30; THENCE EAST ALONG SAID NORTH LINE, 549.18 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, DISTANT NORTH 89 DEGREES 20' 25" WEST 1060.62 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 0 DEGREES 26' 50" WEST 845.00 FEET; THENCE NORTH 40 DEGREES 34' 45" EAST 31.03 FEET; THENCE NORTH 0 DEGREES 26' 50" EAST 822.00 FEET TO THE NORTHERLY LINE OF SAID SECTION 30; THENCE NORTH 89 DEGREES 20' 25" WEST 20.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, PARCEL 1 AS DESCRIBED IN THAT CERTAIN JUDGMENT OF CONDEMNATION AND FINAL ORDER OF CONDEMNATION SUPERIOR COURT CASE NO. 193464, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 14, 1974 IN BOOK 11056 PAGE 428, OF OFFICIAL RECORDS.

PARCEL 2:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LAND ALLOTTED TO JAMES MCFADDEN, BEING ALSO THE NORTHERLY LINE OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, SAID POINT BEING DISTANT NORTH 89 DEGREES 20' 25" WEST 1060.62 FEET FROM THE NORTHEASTERLY CORNER OF SAID SECTION 30, SAID POINT BEING THE NORTHERLY TERMINUS OF THAT CERTAIN BOUNDARY LINE AS DESCRIBED IN BOUNDARY LINE DEED AND AGREEMENT BETWEEN EARL D. YOUNG AND WIFE, JACK TOSHIKI SAKIOKA AND JOHNNY KATSUI SAKIOKA, RECORDED DECEMBER 7, 1955 IN BOOK 3307, PAGE 203, OF OFFICIAL RECORDS; THENCE SOUTH 0 DEGREES 26' 50" WEST ALONG SAID AGREED THAT BOUNDARY LINE 845.80 FEET TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN A DEED TO JACK TOSHIKI SAKIOKA AND JOHNNY KATSUI SAKIOKA, BOTH MARRIED MEN, RECORDED DECEMBER 7, 1955 IN BOOK 3307, PAGE 199, OF OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAND OF SAKIOKA, THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 40 DEGREES 34' 45" WEST 56.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 470.28 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19 DEGREES 23' 35" AN ARC DISTANCE OF 159.18 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED IN A DEED TO THE SANTA ANA RAILROAD RECORDED DECEMBER 4, 1890 IN BOOK 10, PAGE 125 OF DEEDS; THENCE NORTH 0 DEGREES 34' 45" EAST ALONG SAID EASTERLY LINE, 1026.29 FEET TO SAID NORTHERLY LINE OF SECTION 30; THENCE SOUTH 89 DEGREES 20' 25" EAST ALONG SAID NORTHERLY LINE OF SECTION 30, A DISTANCE OF 114.52 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, PARCEL 1 AS DESCRIBED IN THAT CERTAIN JUDGMENT OF CONDEMNATION AND FINAL ORDER OF CONDEMNATION SUPERIOR COURT CASE NO. 193464, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 14, 1974 IN BOOK 11056, PAGE 428, OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

PARCEL 3:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, DISTANT NORTH 89 DEGREES 20' 25" WEST 1060.62 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 0 DEGREES 26' 50" WEST 845.80 FEET; THENCE NORTH 40 DEGREES 34' 45" EAST 31.03 FEET; THENCE NORTH 0 DEGREES 26' 50" EAST 822.00 FEET TO THE NORTHERLY LINE OF SAID SECTION 30; THENCE NORTH 89 DEGREES 20' 25' WEST 20.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM, PARCEL 1 AS DESCRIBED IN THAT CERTAIN JUDGMENT OF CONDEMNATION AND FINAL ORDER OF CONDEMNATION SUPERIOR COURT CASE

NO. 193464, AS CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 14, 1974 IN
BOOK 11056, PAGE 428, OF OFFICIAL RECORDS OF SAID COUNTY.

Attachment B 8

SDG&E Johanna Energy Center WDT1396 WDT1483 Santa Ana Storage GIA
20210625 Redacted

**GENERATOR INTERCONNECTION AGREEMENT (GIA)
FOR A GENERATING FACILITY
INTERCONNECTING UNDER THE CLUSTER STUDY PROCESS
(Applicable for Queue Cluster 5 and Subsequent Queue Clusters)**

BETWEEN

JOHANNA ENERGY CENTER, LLC

AND

SOUTHERN CALIFORNIA EDISON COMPANY

PROJECT: SANTA ANA STORAGE (SCE WDT1396 and WDT1483)

TABLE OF CONTENTS

	Page No.
Recitals	7
Article 1. Definitions	7
Article 2. Effective Date, Term, and Termination	21
2.1 Effective Date.....	21
2.2 Term of Agreement.....	21
2.3 Termination Procedures.....	21
2.3.1 Written Notice.....	21
2.3.2 Default.....	21
2.3.3 Suspension of Work.....	21
2.4 Termination Costs.....	21
2.5 Disconnection.....	22
2.6 Survival.....	23
Article 3. Regulatory Filings	23
3.1 Filing.....	23
Article 4. Scope of Service	23
4.1 Interconnection Service.....	23
4.1.1 Distribution Service Implications.....	23
4.1.2 Transmission Service Implications.....	23
4.2 Provision of Service.....	24
4.3 Performance Standards.....	24
4.4 No Distribution Service or Transmission Service.....	24
4.5 Interconnection Customer Provided Services.....	24
4.6 TP Deliverability.....	24
Article 5. Interconnection Facilities Engineering, Procurement, and Construction	24
5.1 Options.....	24
5.1.1 Standard Option.....	25
5.1.2 Alternate Option.....	25
5.1.3 Option to Build.....	25
5.1.4 Negotiated Option.....	26
5.1.5 Merchant Option.....	26
5.2 General Conditions Applicable to Option to Build.....	26
5.3 Liquidated Damages.....	27
5.4 Power System Stabilizers.....	28
5.5 Equipment Procurement.....	29
5.6 Construction Commencement.....	29
5.7 Work Progress.....	29
5.8 Information Exchange.....	30
5.9 Limited Operation.....	30
5.10 Interconnection Customer's Interconnection Facilities ('ICIF').....	30
5.10.1 Interconnection Customer's Interconnection Facility Specifications.....	30
5.10.2 Distribution Provider's Review.....	30
5.10.3 ICIF Construction.....	31

5.10.4	Interconnection Customer to Meet Requirements of the Distribution Provider's Interconnection Handbook	31
5.11	Distribution Provider's Interconnection Facilities Construction	31
5.12	Access Rights	31
5.13	Lands of Other Property Owners	32
5.14	Permits.....	32
5.15	Early Construction of Base Case Facilities	32
5.16	Suspension.....	32
5.17	Taxes.....	34
5.17.1	Interconnection Customer Payments Not Taxable	34
5.17.2	Representations and Covenants	34
5.17.3	Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Distribution Provider.....	34
5.17.4	Tax Gross-Up Amount.....	35
5.17.5	Private Letter Ruling or Change or Clarification of Law	36
5.17.6	Subsequent Taxable Events	36
5.17.7	Contests.....	36
5.17.8	Refund.....	37
5.17.9	Taxes Other Than Income Taxes	38
5.17.10	Distribution Owners Who Are Not Distribution Providers.....	38
5.18	Tax Status	39
5.19	Modification.....	39
5.19.1	General.....	39
5.19.2	Standards.....	39
5.19.3	Modification Costs.....	39
5.19.4	Permitted Reductions in Output Capacity (MW Generating Capacity) of the Generating Facility.....	40
5.20	Annual Reassessment Process.....	41
Article 6.	Testing and Inspection.....	41
6.1	Pre-Commercial Operation Date Testing and Modifications.....	41
6.2	Post-Commercial Operation Date Testing and Modifications	42
6.3	Right to Observe Testing.....	42
6.4	Right to Inspect	42
Article 7.	Metering.....	42
7.1	General	42
7.2	Check Meters.....	43
7.3	Distribution Provider Retail Metering.....	43
Article 8.	Communications	43
8.1	Interconnection Customer Obligations.....	43
8.2	Remote Terminal Unit.....	43
8.3	No Annexation	44
Article 9.	Operations	44
9.1	General	44
9.2	Control Area Notification.....	44
9.3	Distribution Provider Obligations	44
9.4	Interconnection Customer Obligations.....	44

9.5	Start-Up and Synchronization	45
9.6	Reactive Power and Primary Frequency Response.....	45
9.6.1	Power Factor Design Criteria.....	45
9.6.1.1	Synchronous Generation.....	45
9.6.1.2	Non-Synchronous Generation.....	45
9.6.2	Voltage Schedules.....	45
9.6.2.1	Voltage Regulators	46
9.6.3	Payment for Reactive Power.....	46
9.6.4	Primary Frequency Response	46
9.6.4.1	Governor or Equivalent Controls.....	47
9.6.4.2	Timely and Sustained Response	48
9.6.4.3	Exemptions	48
9.6.4.4	Electric Storage Resources	48
9.7	Outages and Interruptions.	49
9.7.1	Outages.	49
9.7.1.1	Outage Authority and Coordination	49
9.7.1.2	Outage Schedules	49
9.7.1.3	Outage Restoration	50
9.7.2	Interruption of Service	50
9.7.3	Frequency and Voltage Ride Through.....	51
9.7.4	System Protection and Other Control Requirements.....	51
9.7.4.1	System Protection Facilities	51
9.7.5	Requirements for Protection	52
9.7.6	Power Quality	53
9.8	Switching and Tagging Rules	53
9.9	Use of Interconnection Facilities by Third Parties.....	53
9.9.1	Purpose of Interconnection Facilities.....	53
9.9.2	Third Party Users	53
9.10	Disturbance Analysis Data Exchange	54
Article 10.	Maintenance	54
10.1	Distribution Provider Obligations	54
10.2	Interconnection Customer Obligations.....	54
10.3	Coordination.....	54
10.4	Secondary Systems.....	54
10.5	Operating and Maintenance Expenses	54
Article 11.	Performance Obligation	54
11.1	Interconnection Customer Interconnection Facilities	54
11.2	Distribution Provider's Interconnection Facilities.....	55
11.3	Network Upgrades and Distribution Upgrades	55
11.3.1	Distribution Upgrades.....	55
11.3.2	Reliability Network Upgrades	55
11.3.3	Local Delivery Network Upgrades	55
11.3.4	Area Delivery Network Upgrades	56
11.4	Transmission Credits.....	56
11.4.1	Repayment of Amounts Advanced for Network Upgrades	56

11.4.2	Special Provisions for Affected Systems.....	58
11.5	Provision of Interconnection Financial Security.....	59
Article 12.	Invoice.....	59
12.1	General.....	60
12.2	Final Invoice.....	60
12.3	Payment.....	60
12.4	Disputes.....	60
Article 13.	Emergencies.....	60
13.1	Definition.....	60
13.2	Obligations.....	61
13.3	Notice.....	61
13.4	Immediate Action.....	61
13.5	Distribution Provider Authority.....	61
13.5.1	General.....	61
13.5.2	Reduction and Disconnection.....	62
13.6	Interconnection Customer Authority.....	62
13.7	Limited Liability.....	62
Article 14.	Regulatory Requirements and Governing Law.....	63
14.1	Regulatory Requirements.....	63
14.2	Governing Law.....	63
Article 15.	Notices.....	63
15.1	General.....	63
15.2	Billings and Payments.....	63
15.3	Alternative Forms of Notice.....	63
15.4	Operations and Maintenance Notice.....	64
Article 16.	Uncontrollable Force.....	64
16.1	Uncontrollable Force.....	64
Article 17.	Default.....	64
17.1	Default.....	64
17.1.1	General.....	64
17.1.2	Right to Terminate.....	64
Article 18.	Indemnity, Consequential Damages and Insurance.....	65
18.1	Indemnity.....	65
18.1.1	Indemnified Person.....	65
18.1.2	Indemnifying Party.....	65
18.1.3	Indemnity Procedures.....	65
18.2	Consequential Damages.....	66
18.3	Insurance.....	66
Article 19.	Assignment.....	69
19.1	Assignment.....	69
Article 20.	Severability.....	70
20.1	Severability.....	70
Article 21.	Comparability.....	70
21.1	Comparability.....	70
Article 22.	Confidentiality.....	70
22.1	Confidentiality.....	70

22.1.1	Term.....	70
22.1.2	Scope.....	70
22.1.3	Release of Confidential Information.....	71
22.1.4	Rights.....	71
22.1.5	No Warranties.....	71
22.1.6	Standard of Care.....	71
22.1.7	Order of Disclosure.....	72
22.1.8	Termination of Agreement.....	72
22.1.9	Remedies.....	72
22.1.10	Disclosure to FERC, its Staff, or a State.....	72
Article 23.	Environmental Releases.....	73
Article 24.	Information Requirements.....	73
24.1	Information Acquisition.....	73
24.2	Information Submission by Distribution Provider.....	74
24.3	Updated Information Submission by Interconnection Customer.....	74
24.4	Information Supplementation.....	74
Article 25.	Information Access and Audit Rights.....	75
25.1	Information Access.....	75
25.2	Reporting of Non-Uncontrollable Force Events.....	75
25.3	Audit Rights.....	75
25.4	Audit Rights Periods.....	76
25.4.1	Audit Rights Period for Construction-Related Accounts and Records.....	76
25.4.2	Audit Rights Period for All Other Accounts and Records.....	76
25.5	Audit Results.....	76
Article 26.	Subcontractors.....	76
26.1	General.....	76
26.2	Responsibility of Principal.....	76
26.3	No Limitation by Insurance.....	77
Article 27.	Disputes.....	77
27.1	Submission.....	77
27.2	External Arbitration Procedures.....	77
27.3	Arbitration Decisions.....	77
27.4	Costs.....	78
Article 28.	Representations, Warranties, and Covenants.....	78
28.1	General.....	78
28.1.1	Good Standing.....	78
28.1.2	Authority.....	78
28.1.3	No Conflict.....	78
28.1.4	Consent and Approval.....	78
Article 29.	[Reserved].....	78
Article 30.	Miscellaneous.....	78
30.1	Binding Effect.....	79
30.2	Conflicts.....	79
30.3	Rules of Interpretation.....	79
30.4	Entire Agreement.....	79
30.5	No Third Party Beneficiaries.....	79

30.6	Waiver	80
30.7	Headings.....	80
30.8	Multiple Counterparts	80
30.9	Amendment	80
30.10	Modification by the Parties.....	80
30.11	Reservation of Rights	80
30.12	No Partnership	80

Appendix A – Description of Interconnection Facilities, Network Upgrades, Distribution Upgrades, Costs and Financial Security

Appendix B – Milestones

Appendix C – Interconnection Details

Appendix D – Security Arrangements Details

Appendix E – Commercial Operation Date

Appendix F – Addresses for Delivery of Notices and Billings

Appendix G – Interconnection Customer’s Share of Costs of Network Upgrades for Applicable Project Group

GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT (“GIA” or “Agreement”) is made and entered into on 3/14/2018, by and between Johanna Energy Center, LLC, a limited liability company organized and existing under the laws of the State/Commonwealth of Delaware (“Interconnection Customer” with a Generating Facility), and Southern California Edison Company, a corporation organized and existing under the laws of the State of California (“Distribution Provider and/or Distribution Owner”). Interconnection Customer and Distribution Provider each may be referred to as a “Party” or collectively as the “Parties.”

Recitals

WHEREAS, Distribution Provider operates the Distribution System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Distribution Provider have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Distribution System;

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

When used in this Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Tariff.

Article 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 Distribution Provider’s Distribution 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 Distribution Provider's Distribution System in accordance with Good Utility Practice.

Annual Tax Security Reassessment shall mean the annual reassessment of the current tax liability in accordance with the directives of FERC Orders 2003-A and 2003-B associated with Article 5.17.4 of the GIA which will commence the first year after Interconnection Customer's in-service date.

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 reliability council applicable to the Distribution 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 Control Area of the Distribution System to which the Generating Facility is directly interconnected, including the requirements pursuant to Section 215 of the Federal Power Act.

Area Deliverability Constraint shall mean a Transmission System operating limit that either (a) would constrain the deliverability of a substantial number of generators if the ISO were to assign Full Capacity Deliverability Status or Partial Capacity Deliverability Status to additional generating facilities in one or more specified geographic or electrical areas of the ISO Grid in a total amount that is greater than the TP Deliverability for those areas; (b) constrains a quantity of generation in a local area of the grid that is larger than the generation amount identified in the applicable transmission planning process portfolio for the entire portfolio area; or (c) constrains all or most of the same generation already constrained by a previously identified Area Deliverability Constraint.

Area Delivery Network Upgrades shall mean a transmission upgrade or addition identified by the ISO to relieve an Area Deliverability Constraint.

Area Delivery Network Upgrades Cost shall mean the Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Area Delivery Network Upgrades constructed and owned by the Distribution Provider. The Area Delivery Network Upgrades Cost is provided in Section 5 of Appendix A to the GIA.

As-Available Charging Distribution Service shall mean the Distribution Service provided under a Service Agreement for Wholesale Distribution Service, subject to available capacity on the Distribution System, as may be adjusted in the future by factors such as changes in load, Resources, and Firm Charging Distribution Service, or modifications to the Distribution

System, and any operating conditions and/or limitations as may be set forth in the Service Agreement for Wholesale Distribution Service, and is subject to Curtailment in accordance with Section 12.7.3 of the Tariff.

Base Case shall mean data including, but not limited to, base power flow, short circuit, and stability data bases, underlying load, generation, and transmission facility assumptions, contingency lists, including relevant special protection systems, and transmission diagrams used to perform Phase I Interconnection and Phase II Interconnection Studies. The Base Case may include Critical Energy Infrastructure Information (as that term is defined by FERC). The Base Case shall include transmission facilities as approved by the Distribution Provider or ISO, as applicable, and Distribution Upgrades and Network Upgrades associated with generating facilities in (iv) below and generating facilities that (i) are directly interconnected to the Distribution System or ISO Grid; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending request to interconnect to the Distribution System or an Affected System; or (iv) are not interconnected to the Distribution System or ISO Grid, but are subject to a fully executed generator interconnection agreement (or its equivalent predecessor agreement) or for which an unexecuted generator interconnection agreement (or its equivalent predecessor agreement) has been requested to be filed with FERC.

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

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

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

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

Charging Capacity shall mean the load associated with the storage component of a Generating Facility charged from the Distribution System that is used for later redelivery of the associated energy, net of Resource losses, to the Distribution System. Charging Capacity does not include load that is subject to the Distribution Provider's retail tariff.

Charging Distribution Service shall mean Firm Charging Distribution Service and As-Available Charging Distribution Service.

Cluster Application Window shall mean a period of time specified by the Distribution Provider in which Interconnection Requests will be accepted for processing under the Cluster Study Process as set forth in Section 4.1 of the GIP.

Cluster Study Process shall mean the interconnection study process set forth in GIP Section 4.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale or has commenced storing electrical energy for later resale, excluding electrical energy generated or stored during Trial Operation.

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

Confidential Information shall mean 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.

Construction Activities shall mean actions by the Distribution Provider that result in irrevocable financial commitments for the purchase of major electrical equipment or land for Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer that occur after receipt of the appropriate governmental approvals needed for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Contract Demand shall mean the quantity of Charging Capacity of a Generating Facility that includes storage as set forth in the Service Agreement for Wholesale Distribution Service.

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

Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities shall have the meaning assigned to it in Attachment J of the Tariff. The currently effective Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities is as provided in Attachment J of the Tariff.

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

Delivery Network Upgrades shall mean the transmission facilities at or beyond the point where the Distribution Provider's Distribution System interconnects to the ISO Grid, other than Reliability Network Upgrades, identified in the Interconnection Studies to relieve constraints on the ISO Grid. Delivery Network Upgrades may be further classified as Local Delivery Network Upgrades or Area Delivery Network Upgrades.

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 Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the GIA to the extent necessary.

Distribution Provider shall mean the public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Distribution 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. Distribution Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Distribution Service shall mean the wholesale distribution service provided under the Tariff, including Charging Distribution Service.

Distribution System shall mean those non-ISO transmission and distribution facilities owned, controlled and operated by the Distribution Provider that are used to provide Distribution Service under the Tariff, which facilities and equipment are 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 the Distribution 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.

Distribution Upgrades Charge shall mean the monthly charge to the Interconnection Customer to recover the revenue requirements for the Distribution Provider's Distribution Upgrades, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the Distribution Upgrades Cost. The Distribution Upgrades Charge is provided in Section 5 of Appendix A to the GIA.

Distribution Upgrades Completion Date shall mean the date upon which the construction of the Distribution Upgrades is complete and such facilities are successfully tested and ready for service.

Distribution Upgrades Cost shall mean the Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades. The Distribution Upgrades Cost is provided in Section 5 of Appendix A to the GIA.

Effective Date shall mean the date on which the GIA becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Electric Generating Unit shall mean an individual electric generator or storage device and its associated plant and apparatus whose electrical output is capable of being separately identified and metered.

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 Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Distribution Provider's Distribution System, Distribution Provider's Interconnection Facilities or the electric systems of others to which the Distribution Provider's Distribution 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 the Distribution 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 and 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 (Commission) or its successor.

Firm Charging Distribution Service shall mean the Distribution Service provided under a Service Agreement for Wholesale Distribution Service which is planned for and has a Curtailment priority set forth in Section 12.7.4 of the Tariff.

Full Capacity Deliverability Status entitles a Generating Facility interconnected with the Distribution System to a Net Qualifying Capacity (as defined in the ISO Tariff) amount on the ISO Grid that could be as large as its Qualifying Capacity (as defined in the ISO Tariff) and may be less pursuant to the assessment of its Net Qualifying Capacity by the ISO.

Generating Facility shall mean Interconnection Customer's Electric Generating Unit(s) used for the production and/or storage for later injection of electricity identified in the

Interconnection Request, but shall not include the 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 Electric Generating Units.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Generating Facility processed pursuant to the Cluster Study Process of the Generator Interconnection Procedures, a *pro forma* version of which is set forth in Appendix 5 to the GIP.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility set forth in Attachment I of the Distribution Provider's Tariff.

Generator Interconnection Study Process Agreement shall mean the agreement between the Distribution Customer and the Interconnection Customer for conducting the Interconnection Studies for a proposed Generating Facility under the Cluster Study Process, a *pro forma* version of which is set forth in Appendix 3 of the GIP.

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, Distribution Provider, or any Affiliate thereof.

Group Study shall mean the process whereby more than one Interconnection Request are studied together, instead of individually, for the purpose of conducting one or more of the Interconnection Studies or analyses therein.

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.

Higher of Facilities shall mean the Distribution System Upgrades identified pursuant to Attachment K to the Tariff and identified in Appendix A of the GIA as being the cost responsibility of a Firm Charging Distribution Service customer under the higher-of pricing test.

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 the Interconnection Customer reasonably expects it will be ready to begin use of the Distribution Provider's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including the Distribution Provider, Distribution Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Distribution Provider's Distribution 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 Distribution Provider's Distribution System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Distribution Provider's Interconnection Facilities and the 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 Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Charge shall mean the monthly charge to the Interconnection Customer to recover the revenue requirements for the Distribution Provider's Interconnection Facilities, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Section 5 of Appendix A to the GIA.

Interconnection Facilities Completion Date shall mean the date upon which the construction of the Distribution Provider's Interconnection Facilities is complete and such facilities are successfully tested and ready for service.

Interconnection Facilities Cost shall mean all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering,

procurement, construction and installation of the Distribution Provider's Interconnection Facilities. The Interconnection Facilities Cost is provided in Section 5 of Appendix A to the GIA.

Interconnection Financial Security shall have the meaning assigned to it in the GIP. Interconnection Financial Security includes any financial security required for a request for Firm Charging Distribution Service.

Interconnection Handbook shall mean a handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. Distribution Provider's standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

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 Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Distribution Provider's Distribution System.

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

Interconnection Study shall mean any of the following studies: the Phase I Interconnection Study and the Phase II Interconnection Study described in Section 4.5 and Section 4.6 of the GIP.

Interconnection Study Cycle shall mean all requirements, actions, and respective obligations of the Distribution Provider and Interconnection Customer under the GIP applicable to an Interconnection Request submitted in a particular Cluster Application Window through execution by the parties of a GIA, or submission to FERC by Distribution Provider of an unexecuted GIA pursuant to Section 9 of the GIP.

IRS shall mean the Internal Revenue Service.

ISO shall mean the California Independent System Operator Corporation, a state-chartered, nonprofit, corporation that controls certain transmission facilities of all Participating Transmission Owners and dispatches certain generating units and loads.

ISO Grid shall mean the system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the ISO's operational control.

ISO Tariff shall mean the California Independent System Operator Corporation Operating Agreement and Tariff, dated March 31, 1997, as it may be modified from time to time, and accepted by the FERC.

ISO's Generator Interconnection Procedures (ISO Tariff GIP) shall mean the procedures included in Appendix Y of the ISO Tariff to interconnect a Generating Facility directly to the ISO Grid, as such procedures may be modified from time to time, and accepted by the Commission.

ITCC (Income Tax Component of Contribution) shall have the meaning assigned to it in Attachment J of the Tariff.

Local Deliverability Constraint shall mean a Transmission System operating limit that would be exceeded if the ISO were to assign Full Capacity Deliverability Status or Partial Capacity Deliverability Status to one or more additional generating facilities interconnecting to the ISO Grid in a specific local area, and that is not an Area Deliverability Constraint.

Local Delivery Network Upgrades shall mean a transmission upgrade or addition identified by the ISO to relieve a Local Deliverability Constraint.

Local Delivery Network Upgrades Cost shall mean the Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Local Delivery Network Upgrades constructed and owned by the Distribution Provider. The Local Delivery Network Upgrades Cost is provided in Section 5 of Appendix A to the GIA.

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 Party.

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 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 Upgrades shall mean Delivery Network Upgrades and Reliability Network Upgrades.

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.

Off-Peak Deliverability Assessment shall mean the technical study performed under Section 4.5.4.2.2 of the GIP.

On-Peak Deliverability Assessment shall mean the technical study performed under Section 4.5.4.2.1 of the GIP.

One-Time Cost shall mean all costs determined by the Distribution Provider to be associated with the installation of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, Reliability Network Upgrades, or Delivery Network Upgrades which are not capitalized. The One-Time Cost is provided in Section 5 of Appendix A to the GIA.

Operational Control shall mean the rights of the ISO under the Transmission Control Agreement and the ISO Tariff to direct the parties to the Transmission Control Agreement how to operate their transmission lines and facilities and other electric plant affecting the reliability of those lines and facilities for the purpose of affording comparable non-discriminatory transmission access and meeting applicable reliability criteria.

Option (A) Generating Facility shall mean a Generating Facility for which the Interconnection Customer has selected Option (A) as the deliverability option under GIP Section 4.6.2.

Option (B) Generating Facility shall mean a Generating Facility for which the Interconnection Customer has selected Option (B) as the deliverability option under GIP Section 4.6.2.

Partial Capacity Deliverability Status entitles a Generating Facility interconnected with the Distribution System to a Net Qualifying Capacity (as defined in the ISO Tariff) amount on the ISO Grid that cannot be larger than a specified amount of its Qualifying Capacity (as defined in the ISO Tariff), and may be less pursuant to the assessment of its Net Qualifying Capacity by the ISO.

Participating Transmission Owner shall mean an entity which (i) owns, operates, and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (ii) has transferred to the ISO operational control of such facilities and/or entitlements to be made part of the ISO Grid.

Party or Parties shall mean Distribution Provider, Distribution Owner, Interconnection Customer or any combination of the above.

Phase I Interconnection Study shall mean an engineering study conducted by the Distribution Provider, that evaluates the impact of the proposed interconnection on the safety and reliability of the Distribution System, ISO Grid, and, if applicable, an Affected System. The portion of the study required to evaluate the impacts on the ISO Grid will be coordinated with the ISO and will be completed in a manner consistent with the ISO Tariff GIP. The study shall identify and detail the system impacts that would result if the Generating Facility(ies) were interconnected without identified project modifications or system modifications, as provided in the On-Peak Deliverability Assessment or Off-Peak Deliverability Assessment, and other potential impacts, including but not limited to those identified in the Scoping Meeting as described in the GIP. The study will also identify the approximate total costs of mitigating these impacts, along with an equitable allocation of those costs to Interconnection Customers for their individual Generating Facilities.

Phase II Interconnection Study shall mean an engineering and operational study conducted by the Distribution Provider to determine the Point of Interconnection and a list of facilities (including Distribution Provider's Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Stand Alone Network Upgrades), the estimated cost of those facilities, and the estimated time required to interconnect the Generating Facility(ies) with the Distribution System. The portion of the study required to evaluate the impacts on the ISO Grid will be coordinated with the ISO and will be completed in a manner consistent with the ISO Tariff GIP.

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

Point of Interconnection shall mean the point, as set forth in Appendix A to the GIA, where the Interconnection Facilities connect to the Distribution Provider's Distribution System.

Pre-Construction Activities shall mean the actions by the Distribution Provider, other than those required by an Engineering and Procurement Agreement under Section 8 of the GIP, undertaken prior to Construction Activities in order to prepare for the construction of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer, including, but not limited to, preliminary engineering, permitting activities, environmental analysis, or other activities specifically needed to obtain governmental approvals for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Queue Cluster shall mean a set of Interconnection Requests in an Interconnection Study Cycle processed pursuant to the Cluster Study Process.

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.

Reliability Network Upgrades shall mean the transmission facilities at or beyond the point where the Distribution Provider's Distribution System interconnects to the ISO Grid,

necessary to interconnect one or more Generating Facility(ies) safely and reliably to the ISO Grid, which would not have been necessary but for the interconnection of one or more Generating Facility(ies), including Network Upgrades necessary to remedy short circuit or stability problems, or thermal overloads. Reliability Network Upgrades shall only be deemed necessary for system operating limits, occurring under any system condition, which system operating limits cannot be adequately mitigated through the ISO's congestion management, operating procedures, or special protection systems based on the characteristics of the Generating Facilities included in the Interconnection Studies, limitations on market models, systems, or information, or other factors specifically identified in the Interconnection Studies. Reliability Network Upgrades also include, consistent with the Applicable Reliability Council's practice and Applicable Reliability Standards, the facilities necessary to mitigate any adverse impact the Generating Facility's interconnection may have on a path's Applicable Reliability Council rating.

Reliability Network Upgrades Cost shall mean the Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Reliability Network Upgrades. The Reliability Network Upgrades Cost is provided in Section 5 of Appendix A to the GIA.

Remedial Action Scheme (RAS) shall mean a scheme designed to detect predetermined system conditions and automatically take corrective actions that may include, but are not limited to, adjusting or tripping generation.

Results Meeting shall mean the meeting among the Distribution Provider, the Interconnection Customer, and, if applicable, the ISO and other Affected System operators to discuss the results of the Phase I Interconnection Study as set forth in Section 4.5.7 of the GIP.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer and Distribution Provider, and if applicable, the ISO, 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 Exclusivity shall mean documentation reasonably demonstrating: (1) For private land: (a) Ownership of, a leasehold interest in, or a right to develop property upon which the Generating Facility will be located consisting of a minimum of 50% of the acreage reasonably necessary to accommodate the Generating Facility; or (b) an option to purchase or acquire a leasehold interest in property upon which the Generating Facility will be located consisting of a minimum of 50% of the acreage reasonably necessary to accommodate the Generating Facility. (2) For Public land, including that controlled or managed by any federal, state or local agency, a final, non-appealable permit, license, or other right to use the property for the purpose of generating electric power and in acreage reasonably necessary to accommodate the Generating Facility, which exclusive right to use public land under the management of the federal Bureau of Land Management shall be in a form specified by the Bureau of Land Management.

Site Exclusivity Deposit shall mean the cash deposit provided to the Distribution Provider by Interconnection Customers under Section 4.2.1 of the GIP as an option in lieu of demonstrating Site Exclusivity for a valid Interconnection Request and treated in accordance with Section 4.2.1.2 of the GIP.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Distribution Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the GIA.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Distribution Provider's Distribution System, the ISO Grid, and Affected Systems 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 Distribution Provider's Distribution System, the ISO Grid or on other delivery systems or other generating systems to which the Distribution Provider's Distribution System and Transmission System is directly connected.

Tariff shall mean the Wholesale Distribution Access Tariff, the Distribution Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Tax Security shall mean the Interconnection Customer's provision of security with respect to the Interconnection Customer's tax indemnification obligations, provided in accordance with Article 5.17.3. The Tax Security is provided in Section 5 of Appendix A to the GIA.

TP Deliverability shall mean the capability, measured in MW, of the ISO Grid as modified by transmission upgrades and additions modeled or identified in the annual Transmission Plan to support the interconnection with Full Capacity Deliverability Status or Partial Capacity Deliverability Status of additional Generating Facilities in a specified geographic or electrical area of the ISO Grid.

Transmission Control Agreement shall mean ISO FERC Electric Tariff No. 7.

Transmission Plan shall mean the report prepared by the ISO on an annual basis pursuant to Section 24 of the ISO Tariff, which documents the outcome of the ISO's transmission planning process by which the ISO assesses the ISO Grid.

Transmission System shall mean those transmission facilities owned by the Distribution Provider that have been placed under the ISO's Operational Control and are part of the ISO Grid.

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.

Uncontrollable Force shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force event does not include acts of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.

Article 2. Effective Date, Term, and Termination

2.1 Effective Date. This GIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Distribution Provider shall promptly file this GIA with FERC upon execution in accordance with Article 3.1, if required.

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 (term specified in individual agreements to be ten (10) years or such other longer period as the 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 Distribution Provider ninety (90) Calendar Days advance written notice, or by Distribution Provider notifying FERC 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 Suspension of Work. This GIA may be deemed terminated in accordance with Article 5.16.

2.3.4 Notwithstanding Articles 2.3.1 and 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this GIA, which notice has been accepted for filing by FERC, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4.

2.4 Termination Costs. If a Party elects to terminate this Agreement 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, that are the responsibility of the Terminating Party under this GIA. 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 ordered or approved by FERC:

2.4.1 With respect to any portion of Distribution Provider's Interconnection Facilities that have not yet been constructed or installed, Distribution 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 Distribution 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 Distribution Provider for any or all such costs of materials or equipment not taken by Interconnection Customer, Distribution Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Distribution Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this GIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Distribution Upgrades and Network Upgrades for which Distribution Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

2.4.2 Distribution 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 Distribution 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 Distribution 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

- 3.1 Filing.** Distribution 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 Distribution Provider with respect to such filing and to provide any information reasonably requested by Distribution Provider needed to comply with applicable regulatory requirements.

Article 4. Scope of Service

- 4.1 Interconnection Service.** Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Distribution System and be eligible to deliver power to the ISO Grid, or receive for the Charging Capacity, power from the ISO Grid using the capacity of the Distribution System. To the extent Interconnection Customer wants to receive Interconnection Service, Distribution Provider shall construct facilities identified in Appendices A and C that the Distribution Provider is responsible to construct.
- 4.1.1 Distribution Service Implications.** Interconnection Customer will be eligible to deliver power from the Generating Facility to Distribution Provider's Distribution System or receive power from the Distribution System for the Charging Capacity pursuant to the Tariff. The Interconnection Customer may not deliver or receive power over the Distribution Provider's Distribution System absent procuring Distribution Service. The Interconnection Customer must apply for Distribution Service pursuant to Section 15.2 of the Tariff and meet the conditions specified in Section 14 of the Tariff to be eligible for Distribution Service.
- 4.1.2 Transmission Service Implications.** Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver or receive power to or from the Generating Facility to any particular load or resource on the ISO Grid without incurring congestion costs. In the event of transmission constraints on the ISO Grid, Interconnection Customer's Generating Facility shall be subject to the applicable congestion management procedures in the ISO Tariff in the same manner as all other resources. The Interconnection Customer shall be solely responsible for completing all of the necessary

arrangements required under the ISO Tariff to be eligible to schedule the output and Charging Capacity of its resource.

- 4.2 Provision of Service.** Distribution Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.
- 4.3 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. If such Party is a Distribution Provider or Distribution Owner, then that Party shall amend the GIA and submit the amendment to FERC for approval.
- 4.4 No Distribution Service or Transmission Service.** The execution of this GIA does not entitle the Interconnection Customer to Distribution Service under the Tariff or transmission service under the ISO Tariff and does not convey any right to the Interconnection Customer to deliver electricity generated or stored for later injection using the Distribution System. An Interconnection Customer must execute a Service Agreement for Wholesale Distribution Service to obtain Distribution Service under the Tariff.
- 4.5 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this GIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 9.6.3.
- 4.6 TP Deliverability.** To the extent that an Interconnection Customer is eligible for and has been allocated TP Deliverability pursuant to Section 8.9 of Appendix DD of the ISO Tariff, the Interconnection Customer's retention of such allocated TP Deliverability shall be contingent upon satisfying the obligations set forth in Section 4.6.13 of the GIP. In the event that the Interconnection Customer does not retain allocated TP Deliverability with regard to any portion of the Generating Facility, such portion of the Generating Facility shall be deemed to receive Interconnection Service under this GIA as Energy Only Deliverability Status (as such term is defined in the ISO Tariff).

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

- 5.1 Options.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option, Alternate Option, or, if eligible in accordance with ISO Tariff requirements, Merchant Option, set forth below for completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as set forth in Appendix A, Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.

5.1.1 Standard Option. Distribution Provider shall design, procure, and construct Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, using Reasonable Efforts to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the dates set forth in Appendix B, Milestones. Distribution 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 Distribution Provider reasonably expects that it will not be able to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified dates, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by Interconnection Customer are acceptable to Distribution Provider, Distribution Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Distribution Upgrades by the designated dates.

If Distribution Provider subsequently fails to complete Distribution Provider's Interconnection Facilities and Distribution Upgrades by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output or operation in charging mode, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B, Milestones; Distribution Provider shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the ISO refuses to grant clearances to install equipment.

5.1.3 Option to Build. If the dates designated by Interconnection Customer are not acceptable to Distribution Provider, Distribution Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. Distribution Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option. This provision only applies to Generating Facilities larger than 20 MW.

- 5.1.4 Negotiated Option.** If Interconnection Customer elects not to exercise its option under Article 5.1.3, Option to Build, Interconnection Customer shall so notify Distribution Provider within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Distribution Provider is responsible for the design, procurement and construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Distribution Provider shall assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades pursuant to 5.1.1, Standard Option.
- 5.1.5 Merchant Option.** In addition to any Option to Build set forth in Article 5.1.3 of this GIA, an Interconnection Customer having an Option (B) Generating Facility may elect, pursuant to the ISO Tariff, to have a party other than the Distribution Provider construct some or all of the Local Delivery Network Upgrades and Area Delivery Network Upgrades for which the Interconnection Customer has the obligation to fund and which are not subject to reimbursement. Such Local Delivery Network Upgrades and Area Delivery Network Upgrades will be constructed and incorporated into the ISO Grid pursuant to the provisions for merchant transmission facilities in ISO Tariff Sections 24.4.6.1 and 36.11.
- 5.2 General Conditions Applicable to Option to Build.** If Interconnection Customer assumes responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades,
- (1) Interconnection Customer shall engineer, procure equipment, and construct Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Distribution Provider;
 - (2) Interconnection Customer's engineering, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Distribution Provider would be subject in the engineering, procurement or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;
 - (3) Distribution Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(4) prior to commencement of construction, Interconnection Customer shall provide to Distribution Provider a schedule for construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Distribution Provider;

(5) at any time during construction, Distribution Provider shall have the right to gain unrestricted access to Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Distribution Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify Distribution Provider for claims arising from Interconnection Customer's construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) Interconnection Customer shall transfer control of Distribution Provider's Interconnection Facilities to the Distribution Provider and shall transfer Operational Control of Stand Alone Network Upgrades to the ISO;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Distribution Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Distribution Provider;

(10) Distribution Provider shall approve and accept for operation and maintenance Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Distribution Provider "as-built" drawings, information, and any other documents that are reasonably required by Distribution Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Distribution Provider.

5.3 Liquidated Damages. The actual damages to Interconnection Customer, in the event Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Distribution Provider pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this

time. Because of such uncertainty, any liquidated damages paid by Distribution Provider to Interconnection Customer in the event that Distribution Provider does not complete any portion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, in the aggregate, for which Distribution Provider has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades for which Distribution Provider has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Distribution Provider to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this GIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Distribution Provider's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades to take the delivery of power for the Generating Facility's Trial Operation or to export power from the Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades to take the delivery of power for Generating Facility's Trial Operation or to export power from the Generating Facility, but for Distribution Provider's delay; (2) Distribution Provider's failure to meet the specified dates is the result of the action or inaction of Interconnection Customer or any other Interconnection Customer who has entered into a GIA with Distribution Provider, action or inaction by the ISO, or any cause beyond Distribution Provider's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

- 5.4 Power System Stabilizers.** The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and in accordance with the provisions of Section 4.6.5.1 of the ISO Tariff. Distribution 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. If the Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Distribution Provider and Distribution Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators of the induction type.

5.5 Equipment Procurement. If responsibility for construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades is to be borne by Distribution Provider, then Distribution Provider shall commence design of Distribution Provider's Interconnection Facilities, Distribution Upgrades, 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:

5.5.1 Distribution Provider has completed the Interconnection Studies pursuant to the Generator Interconnection Study Process Agreement;

5.5.2 Distribution Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.5.3 Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

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

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

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

5.6.3 Distribution Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.6.4 Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.7 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 Distribution Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Distribution Provider of such later date upon which the completion of Distribution Provider's Interconnection Facilities will be required.

- 5.8 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 Distribution Provider's Distribution System, and shall work diligently and in good faith to make any necessary design changes.
- 5.9 Limited Operation.** If any of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Distribution 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 Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Distribution Provider shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.
- 5.10 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, Interconnection Facilities, Network Upgrades and Distribution Upgrades.
- 5.10.1 Interconnection Customer's Interconnection Facility Specifications.** Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Distribution Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Distribution Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.
- 5.10.2 Distribution Provider's Review.** Distribution 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 Distribution Provider, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider.

5.10.3 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 Distribution 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 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. The Interconnection Customer shall provide Distribution Provider specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.10.4 Interconnection Customer to Meet Requirements of the Distribution Provider's Interconnection Handbook. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

5.11 Distribution Provider's Interconnection Facilities Construction. Distribution 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, Distribution Provider shall deliver to Interconnection Customer the following “as-built” drawings, information and documents for Distribution Provider's Interconnection Facilities [include appropriate drawings and relay diagrams]: No as-built drawings will be provided.

Distribution Provider will obtain control for operating and maintenance purposes of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities. Pursuant to Article 5.2, the ISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.

5.12 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, 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 Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution

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.

- 5.13 Lands of Other Property Owners.** If any part of Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Distribution Provider or Distribution Owner, Distribution Provider or Distribution Owner 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, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades upon such property.
- 5.14 Permits.** Distribution Provider or Distribution Owner 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, Distribution Provider or Distribution Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Distribution Provider's own, or an Affiliate's generation.
- 5.15 Early Construction of Base Case Facilities.** Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Distribution Upgrades or Network Upgrades required for Interconnection Customer to be interconnected to the Distribution System which are included in the Base Case of the 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.
- 5.16 Suspension.** Interconnection Customer reserves the right, upon written notice to Distribution Provider, to suspend at any time all work by Distribution Provider associated with the construction and installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades required under this GIA, other than Network Upgrades identified in the Phase II Interconnection Study as common to multiple generating facilities, with the condition that Distribution System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Distribution Provider's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Distribution 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 Distribution System and 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 Distribution Provider cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Distribution Provider shall obtain Interconnection Customer's authorization to do so.

Network Upgrades common to multiple generating facilities, and to which the Interconnection Customer's right of suspension shall not extend, consist of Network Upgrades identified for:

- i. Generating facilities which are the subject of all Interconnection Requests made prior to the Interconnection Customer's Interconnection Request; or
- ii. Generating facilities which are the subject of Interconnection Requests within the Queue Cluster where the Interconnection Customer's request for Full Capacity Deliverability Status or Partial Capacity Deliverability Status is assessed; or
- iii. Generating facilities that are the subject of Interconnection Requests that were made after the Interconnection Customer's Interconnection Request but no later than the date on which the Interconnection Customer's Phase II Interconnection Study report was issued, and have been modeled in the Base Case at the time the Interconnection Customer seeks to exercise its suspension rights under this section.

Distribution 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 Distribution Provider required under this GIA pursuant to this Article 5.16, and has not requested Distribution Provider to recommence the work or has not itself recommenced 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 and the Interconnection Customer's responsibility for costs will be determined in accordance with Article 2.4 of this GIA. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Distribution Provider, if no effective date is specified. The maximum three-year period shall apply to the projected Commercial Operation Date for the Generating Facility identified in the initial Interconnection Request, without regard to any subsequent changes to the dates set forth in the Interconnection Request, without regard to the milestone schedule dates set forth in Appendix B hereto or any changes to those dates, and without regard to any other scheduled dates for action affecting the Generating Facility, Interconnection Facilities, or Network Upgrades or any changes to those dates.

An Interconnection Customer's rights of suspension for Generating Facilities with Firm Charging Distribution Service are additionally subject to the limitations and conditions in Section 12.8.2 of the Tariff.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Interconnection Customer to Distribution Provider for the installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2016-36, Interconnection Customer represents and covenants that (i) ownership of the electricity generated or delivered from storage at the Generating Facility will pass to another party prior to the transmission of the electricity on the Distribution System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Distribution Provider for Distribution 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 Distribution Provider's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 2016-36, 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 2016-36. 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 Distribution Provider's request, Interconnection Customer shall provide Distribution Provider with a report from an independent engineer confirming its representation in clause (iii), above. Distribution Provider represents and covenants that the cost of Distribution Provider's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Distribution Provider. Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Distribution Provider from the cost consequences of any current tax liability imposed against Distribution Provider as the result of payments or property transfers made by Interconnection Customer to Distribution 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 Distribution Provider.

Distribution 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) Distribution Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Distribution Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Distribution Provider to report payments or property transfers as income subject to taxation; provided, however, that Distribution Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Distribution 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 5.17. Interconnection Customer shall reimburse Distribution Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Distribution 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 (10) year testing period and the applicable statute of limitation, as it may be extended by Distribution 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 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 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 Distribution Provider, in addition to the amount paid for the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, an amount equal to (1) the current taxes imposed on Distribution Provider ("Current Taxes") on the excess of (a) the gross income realized by Distribution Provider as a result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA (without regard to any payments under this Article 5.17) (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 Distribution 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 Distribution Provider's composite federal and state tax rates at the time the payments or property transfers are received and Distribution 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 Distribution Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Distribution Provider's current

weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Distribution Owner pursuant to this Article 5.17.4 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, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Distribution 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 Distribution 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. Distribution Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Distribution 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. Distribution 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.

5.17.6 Subsequent Taxable Events. If, within ten (10) years from the date on which the relevant Distribution Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, or (ii) a "disqualification event" occurs within the meaning of IRS Notice 2016-36, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Distribution Provider in the form of a nonrefundable cash payment, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 2016-36.

5.17.7 Contests. In the event any Governmental Authority determines that Distribution Provider's receipt of payments or property constitutes income that is subject to taxation, Distribution 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, Distribution Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Distribution Provider may file a claim for refund with respect to any

taxes paid under this Article 5.17, whether or not it has received such a determination. Distribution 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 Distribution 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 Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Distribution Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Distribution 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 Distribution Provider for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Distribution Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Distribution 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 Distribution Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not taxable to Distribution Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Distribution Provider are not subject to federal income tax, or (d) if Distribution 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 Distribution Provider pursuant to this GIA, Distribution Provider shall promptly refund to Interconnection Customer the following:

- (i) any payment made by Interconnection Customer under this Article 5.17 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 Distribution Provider for such taxes which Distribution Provider did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Distribution Provider refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Distribution Provider, any refund or credit Distribution 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 Distribution Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Distribution Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Distribution Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Distribution Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Distribution 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, Distribution Upgrades, and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Distribution Provider for which Interconnection Customer may be required to reimburse Distribution Provider under the terms of this GIA. Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Distribution 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 Distribution 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 Distribution Provider.

5.17.10 Distribution Owners Who Are Not Distribution Providers. If Distribution Provider is not the same entity as the Distribution Owner, then (i) all references in

this Article 5.17 to Distribution Provider shall be deemed also to refer to and to include the Distribution Owner, as appropriate, and (ii) this GIA shall not become effective until such Distribution Owner shall have agreed in writing to assume all of the duties and obligations of Distribution Provider under this Article 5.17 of this GIA.

5.18 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 any Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 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, Distribution 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 Distribution System, Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

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

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Distribution Provider makes to Distribution Provider's Interconnection Facilities or the Distribution System to facilitate the interconnection of a third party to Distribution Provider's Interconnection Facilities or the Distribution System, or to provide transmission service to a third party under Distribution 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.

5.19.4 Permitted Reductions in Output Capacity (MW Generating Capacity) of the Generating Facility. An Interconnection Customer may reduce the MW capacity of the Generating Facility by up to five percent (5%) for any reason during the time period between the Effective Date of this GIA and the Commercial Operation Date. The five percent (5%) value shall be established by reference to the MW generating capacity as set forth in Appendix C.

The Distribution Provider will consider an Interconnection Customer's request for a reduction in the MW generating capacity greater than five percent (5%) under limited conditions where the Interconnection Customer reasonably demonstrates to the Distribution Provider that the MW generation capacity reduction is warranted due to reasons beyond the control of the Interconnection Customer. Reasons beyond the control of the Interconnection Customer shall consist of any one or more of the following:

- (i) The Interconnection Customer's failure to secure required permits and other governmental approvals to construct the Generating Facility at its total MW generating capacity as specified in Appendix C after the Interconnection Customer has made diligent effort to secure such permits or approvals;
- (ii) The Interconnection Customer's receipt of a written statement from the permitting or approval authority (such as a draft environmental impact report) indicating that construction of a Generating Facility of the total MW generating capacity size specified in Appendix C will likely result in disapproval due to a significant environmental or other impact that cannot be mitigated;
- (iii) Failure to obtain the legal right of use of the full site acreage necessary to construct and/or operate the total MW generating capacity size for the entire Generating Facility specified in Appendix C, after the Interconnection Customer has made a diligent attempt to secure such legal right of use. This subsection (iii) applies only where an Interconnection Customer has previously demonstrated and maintained its demonstration of Site Exclusivity prior to invoking this subsection as a reason for downsizing.

If relying on subsection (i) or (ii) above, in order to be eligible for a capacity reduction greater than five percent (5%), the Interconnection Customer must also demonstrate to the Distribution Provider that a reduction of MW generating capacity of the Generating Facility to the reduced size that the Interconnection Customer proposes will likely overcome the objection of the permitting/approving

authority or otherwise cause the permitting/approving authority to grant the permit or approval. The Interconnection Customer may satisfy this demonstration requirement by submitting to the Distribution Provider either a writing from the permitting/approving authority to this effect or other evidence of a commitment by the permitting/approving authority that the MW capacity reduction will remove the objections of the authority to the permit/approval application.

If relying on subsection (iii) above, the Interconnection Customer must also reasonably demonstrate to the Distribution Provider that the proposed reduced-capacity Generating Facility can be constructed on the site over which the Interconnection Customer has been able to obtain legal rights of use.

Upon such demonstration to the reasonable satisfaction of the Distribution Provider, the Distribution Provider will permit such reduction. No permitted reduction of MW generation capacity under this Article shall operate to diminish the Interconnection Customer's cost responsibility for Network Upgrades or to diminish the Interconnection Customer's right to repayment for financing of Network Upgrades under this GIA.

5.20 Annual Reassessment Process. In accordance with Section 7.4 of Appendix DD of the ISO Tariff, the ISO will perform an annual reassessment, as part of a Queue Cluster interconnection study cycle, in which it will update certain base case data prior to beginning the Phase II Interconnection Studies. As set forth in Section 7.4 of Appendix DD of the ISO Tariff, the ISO may determine through this assessment that Delivery Network Upgrades already identified and included in executed generator interconnection agreements should be modified in order to reflect the current circumstances of interconnection customers in the queue, including any withdrawals therefrom, and any additions and upgrades approved in the ISO's most recent transmission planning process cycle. To the extent that this determination modifies the scope or characteristics of, or the cost responsibility for, any Delivery Network Upgrades set forth in Appendix A to this GIA, such modification(s) will be reflected through an amendment to this GIA.

Article 6. Testing and Inspection

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, Distribution Provider shall test Distribution Provider's Interconnection Facilities, Distribution Upgrades, 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. The Interconnection Customer shall not commence initial parallel operation of an Electric Generating Unit with the Distribution Provider's Distribution System until the Distribution Provider provides prior written approval as set forth in Appendix B, Milestones, which approval shall not be unreasonably withheld, for operation of such Electric Generating Unit. Interconnection Customer shall generate or

receive test energy at the Generating Facility only if it has arranged for the delivery or receipt of such test energy.

- 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 Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution 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. The other Party has the right, at its own 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. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

Article 7. Metering

- 7.1 General.** Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer shall comply with the provisions of the ISO Tariff regarding metering, including Section 10 of the ISO Tariff. Unless otherwise agreed by the Parties, Distribution Provider may install additional 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 Distribution Provider's option, compensated to, the Point of Interconnection. Interconnection Customer's access to meter data shall be provided in accordance with the ISO Tariff. 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 the ISO-pollled meters or Distribution 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 in the case that no other means are available on a temporary basis at the option of the Distribution Provider. The check meters shall be subject at all reasonable times to inspection and examination by Distribution 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 Distribution Provider Retail Metering.** Distribution Provider may install retail revenue quality meters and associated equipment, pursuant to the Distribution Provider's applicable retail tariffs.

Article 8. Communications

- 8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with Distribution Provider's Distribution System dispatcher or representative designated by Distribution 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 Distribution Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Distribution 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 Distribution Provider at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by Distribution 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 Distribution Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Distribution 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 Applicable Reliability Standards and 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 Control Area Notification.** At least three months before Initial Synchronization Date, Interconnection Customer shall notify Distribution Provider in writing of the Control Area in which the Generating Facility will be located. If Interconnection Customer elects to locate the Generating Facility in a Control Area other than the Control Area 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 Control Area 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 Control Area.
- 9.3 Distribution Provider Obligations.** Distribution Provider shall cause the Distribution System and Distribution Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this GIA. Distribution Provider may provide operating instructions to Interconnection Customer consistent with this GIA and Distribution Provider's operating protocols and procedures as they may change from time to time. Distribution 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 Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, 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, Interconnection Details, 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 Distribution Provider's Distribution System.

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. 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 within the range of 0.95 leading to 0.95 lagging, unless the Distribution Provider has established different requirements that apply to all synchronous generators in the Control Area on a comparable basis.

9.6.1.2 Non-Synchronous Generation. Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation, or equivalent location when there is not a generator substation, at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Distribution Provider has established a different power factor range that applies to all non-synchronous generators in the Control Area on a comparable basis. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnecting non-synchronous generators that have not yet submitted the initial posting of Interconnection Financial Security as of the effective date of the Final Rule establishing this requirement (Order No. 827).

Newly interconnecting non-synchronous generators that have submitted the initial posting of Interconnection Financial Security and have not executed a GIA, or requested the filing of an unexecuted GIA, as of the effective date of the Final Rule, will be required to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, if an Interconnection Study shows that such a requirement is necessary to ensure safety or reliability.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Generating Facility with the Distribution System, Distribution 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). Distribution Provider's voltage schedules shall treat all sources of reactive power interconnected with the Distribution System in an equitable and not unduly discriminatory manner and consistent with the applicable requirements of the ISO Tariff. Distribution

Provider shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Distribution System and 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 Distribution Provider and the ISO.

9.6.2.1 Voltage Regulators. Whenever the Generating Facility is operated in parallel with the Distribution System and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its voltage regulators in automatic operation. If the Generating Facility's voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Distribution Provider and the ISO, and ensure that the Electric Generating Unit operates as specified in Article 9.6.2 through manual operation and 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 not cause its Generating Facility to disconnect automatically or instantaneously from the Distribution System or trip any generating unit comprising the Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Control Area on a comparable basis.

9.6.3 Payment for Reactive Power. Payment to Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Generating Facility when the ISO requests Interconnection Customer to operate its Generating Facility outside the range specified in Article 9.6.1 will be made by the ISO in accordance with the applicable provisions of the ISO Tariff.

9.6.4 Primary Frequency Response. Interconnection Customer shall ensure the primary frequency response capability of its Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ± 0.036 Hz deadband; or (2) in accordance with the relevant

droop, deadband, and timely and sustained response settings from Applicable Reliability Standards providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on Applicable Reliability Standards providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with Applicable Reliability Standards providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Distribution Provider that the primary frequency response capability of the Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Generating Facility with the Distribution System, Interconnection Customer shall operate the Generating Facility consistent with the provisions specified in Articles 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Generating Facilities.

9.6.4.1 Governor or Equivalent Controls. Whenever the Generating Facility is operated in parallel with the Distribution System, Interconnection Customer shall operate the Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Distribution Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of ± 0.036 Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from Applicable Reliability Standards that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Distribution Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Distribution Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer

shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Generating Facility's governor or equivalent controls to a minimum whenever the Generating Facility is operated in parallel with the Distribution System.

9.6.4.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A FERC-approved Applicable Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.6.4.3 Exemptions. Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Article 9.6.4, but shall be otherwise exempt from the operating requirements in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

9.6.4.4 Electric Storage Resources. Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C of its GIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.3 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the

interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Distribution Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Article 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Distribution System and/or receive electricity from the Distribution System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Distribution System and/or dispatched to receive electricity from the Distribution System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

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. 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. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Distribution Provider

for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Distribution Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Distribution System and Transmission System. Distribution 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 Distribution 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. Distribution Provider shall have no obligation to pay Interconnection Customer any costs the Interconnection Customer incurs as the result of being directed by the ISO to reschedule maintenance.

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, Distribution Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity to or from the Generating Facility if such delivery of electricity could adversely affect Distribution Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Distribution System and 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 Distribution System;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Distribution 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, Distribution Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Distribution 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 Distribution 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 Distribution System and Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Frequency and Voltage Ride Through. The Interconnection Customer shall ensure “frequency ride through” capability and “voltage ride through” capability of the Generating Facility. The Interconnection Customer shall enable these capabilities such that the Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Distribution Provider and any Affected Systems for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to Article 6 of this GIA. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Control Area on a comparable basis.

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. Distribution Provider shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Distribution Provider’s Interconnection Facilities, Distribution System, 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 protection facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

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 Good Utility Practice and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook.

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. At intervals suggested by Good Utility Practice, the standards and procedures of the Distribution Provider, including, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, 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 and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, 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 Distribution System not otherwise isolated by Distribution Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Distribution System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Distribution 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. Interconnection Customer shall be

solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Distribution 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 ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.
- 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 Distribution 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 Distribution 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 Distribution 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 Distribution 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 to FERC for resolution.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or Distribution Provider's Distribution System and 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 Distribution Provider Obligations. Distribution Provider shall maintain the Distribution System, Transmission System and Distribution 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.

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 Distribution Provider's Interconnection Facilities.

Article 11. Performance Obligation

11.1 Interconnection Customer Interconnection Facilities. Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.

- 11.2 Distribution Provider's Interconnection Facilities.** Distribution Provider or Distribution Owner shall design, procure, construct, install, own and/or control the Distribution Provider's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer. The Interconnection Customer shall be responsible for funding all costs related to Distribution Provider's Interconnection Facilities. The costs set forth in Appendix A are estimates only and will not establish any cap or maximum cost responsibility limit on the cost responsibility of the Interconnection Customer for the Distribution Provider's Interconnection Facilities. The Interconnection Customer shall be responsible for the actual costs related to Distribution Provider's Interconnection Facilities.
- 11.3 Network Upgrades and Distribution Upgrades.** Distribution Provider or Distribution Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, except for any Stand Alone Network Upgrades and Merchant Network Upgrades (as such term is defined in the ISO Tariff).
- 11.3.1 Distribution Upgrades.** The Interconnection Customer shall be responsible for funding its share of the costs related to Distribution Upgrades. The costs set forth in Appendices A and G are estimates only and will not establish any cap or maximum cost responsibility limit on the cost responsibility of the Interconnection Customer for Distribution Upgrades. The Interconnection Customer shall be responsible for the actual costs of its share of the costs related to Distribution Upgrades.
- 11.3.2 Reliability Network Upgrades.** The Interconnection Customer shall be responsible for funding its share of the costs of the Reliability Network Upgrades up to the maximum cost responsibility limit established for the Interconnection Customer in accordance with Section 4.6 of the GIP for such facilities. The costs set forth in Appendices A and G are estimates only. The Interconnection Customer shall be responsible for its share of the actual costs of Reliability Network Upgrades up to its maximum cost responsibility limit. The Interconnection Customer may be entitled to repayment of all or a portion of the costs it funded for Reliability Network Upgrades in accordance with Article 11.4.1.
- 11.3.3 Local Delivery Network Upgrades.** If the Interconnection Customer has an Option (A) Generating Facility, or if the Interconnection Customer has an Option (B) Generating Facility and did not select the Merchant Option for the Local Delivery Network Upgrades, then the Interconnection Customer shall be responsible for funding its share of the costs of Local Delivery Network Upgrades up to the maximum cost responsibility limit established for the Interconnection Customer in accordance with Section 4.6 of the GIP for such facilities. The costs set forth in Appendices A and G are estimates only. The Interconnection Customer shall be responsible for its share of the actual costs of Local Delivery

Network Upgrades up to its maximum cost responsibility limit. The Interconnection Customer may be entitled to repayment for the costs it funded for Local Delivery Network Upgrades in accordance with Article 11.4.1.

11.3.4 Area Delivery Network Upgrades. If the Interconnection Customer has an Option (A) Generating Facility, the Interconnection Customer will not be responsible for funding the costs of any Area Delivery Network Upgrades. If the Interconnection Customer has an Option (B) Generating Facility and did not select the Merchant Option for the Area Delivery Network Upgrades, then the Interconnection Customer shall be responsible for funding the costs of Area Delivery Network Upgrades. The costs set forth in Appendices A and G are advisory estimates only and will not establish any cap or maximum cost responsibility limit on the cost responsibility of the Interconnection Customer for Area Delivery Network Upgrades. The Interconnection Customer shall be responsible for the actual costs of Area Delivery Network Upgrades. The Interconnection Customer will not be entitled to repayment for the costs it funded for Area Delivery Network Upgrades in accordance with Article 11.4.1.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. An Interconnection Customer in Queue Cluster 8 or earlier may be entitled, in accordance with this Article 11.4.1, to a repayment for the Interconnection Customer's contribution to the cost of Network Upgrades commencing on the Commercial Operation Date of its Generating Facility.

An Interconnection Customer in Queue Cluster 9 or later may be entitled, in accordance with this Article 11.4.1, to a repayment for the Interconnection Customer's contribution to the cost of Network Upgrades placed in service on or before the Commercial Operation Date of its Generating Facility, commencing on the Commercial Operation Date of its Generating Facility. Repayment for the Interconnection Customer's contribution to the cost of Network Upgrades placed in service after the Commercial Operation Date of its Generating Facility shall, for each of these Network Upgrades, commence no later than the later of: (i) the first month of the calendar year following the year in which the Network Upgrade is placed into service or (ii) ninety (90) Calendar Days after the Network Upgrade is placed into service.

Interconnection Customer may be entitled to a cash repayment based on the amount paid to Distribution Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, as follows:

a) Reliability Network Upgrades. The Interconnection Customer shall be entitled to a repayment of the amount the Interconnection Customer paid to the Distribution Provider for Reliability Network Upgrades as set forth in

Appendix A and G, up to a maximum of [REDACTED] per MW of Generating Facility capacity. For purposes of this determination, the Generating Facility capacity will be based on the capacity of the Interconnection Customer's Generating Facility at the time it achieves Commercial Operation. However, to the extent that such repayment does not cover all of the costs of Interconnection Customer's Reliability Network Upgrades, the Interconnection Customer may receive Congestion Revenue Rights (as such term is defined in the ISO Tariff) from the ISO in accordance with the ISO Tariff for that portion of its Reliability Network Upgrades that are not covered by cash repayment.

b) Local Delivery Network Upgrades.

- i. If the Interconnection Customer has an Option (A) Generating Facility, the Interconnection Customer shall be entitled to a repayment equal to the total amount the Interconnection Customer paid to the Distribution Provider for the costs of Local Delivery Network Upgrades.
- ii. If the Interconnection Customer has an Option (B) Generating Facility and has been allocated TP Deliverability and continues to be eligible to retain such TP Deliverability pursuant to Appendix DD of the ISO Tariff, the Interconnection Customer shall be entitled to repayment of a portion of the total amount paid to the Distribution Provider for the costs of Local Delivery Network Upgrades. The repayment amount shall be determined by dividing the amount of TP Deliverability received by the amount of TP Deliverability requested by the Interconnection Customer, and multiplying that percentage by the total amount paid to the Distribution Provider by the Interconnection Customer for Local Delivery Network Upgrades. However, the Interconnection Customer may be entitled to receive Congestion Revenue Rights from the ISO in accordance with the ISO Tariff for that portion of its Local Delivery Network Upgrades that are not covered by cash repayment.
- iii. If the Interconnection Customer has an Option (B) Generating Facility and has not been allocated any TP Deliverability pursuant to Appendix DD of the ISO Tariff, the Interconnection Customer shall not be entitled to repayment of the amount paid to the Distribution Provider for the costs of Local Delivery Network Upgrades. However, the Interconnection Customer may be entitled to receive Congestion Revenue Rights from the ISO in accordance with the ISO Tariff for the costs of Local Delivery Network Upgrades that are not covered by cash repayment.

- c) Area Delivery Network Upgrades.** The Interconnection Customer shall not be entitled to repayment of the amount paid to the Distribution Provider for

the costs of Area Delivery Network Upgrades. However, the Interconnection Customer may be entitled to receive Congestion Revenue Rights from the ISO in accordance with the ISO Tariff for the costs of Area Delivery Network Upgrades that are not covered by cash repayment.

Any repayment for Reliability Network Upgrades and Local Delivery Network Upgrades, as specified above, will be paid to the Interconnection Customer by the Distribution Provider on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

Notwithstanding the foregoing, Interconnection Customer, Distribution Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Distribution Provider and Affected System Operator take one of the following actions no later than five years from the applicable date as provided for in this Article 11.4.1: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Distribution Provider or Affected System Operator will continue to provide payments 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 amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the applicable commencement date.

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, Distribution Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2 Special Provisions for Affected Systems. Unless Distribution 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. 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.

11.4.3 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 reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

11.5 Provision of Interconnection Financial Security. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 4.8 of the GIP in a manner acceptable under Section 4.8 of the GIP.

11.6 Interconnection Financial Security and Financial Obligations Relating to Distribution Upgrades for Firm Charging Distribution Service. Based on the application of the higher-of test under Attachment K of the Tariff, the Interconnection Customer must: 1) finance the Distribution Upgrades that constitute the Higher-of Facilities; or 2) up-front finance, subject to repayment with interest, the Distribution Upgrades for Firm Charging Distribution Service.

11.6.1 Interconnection Customer Financing Higher-of Facilities for Firm Charging Distribution Service. In accordance with Appendix A, the Interconnection Customer will finance the Higher-of Facilities and subsequently the Interconnection Customer's Financial Security associated with Firm Charging Distribution Service will be released. Section 12.8 of the Tariff addresses early termination of the Service Agreement for Wholesale Distribution Service associated with this Agreement and an early termination's impact on the obligation to finance the Higher-of Facilities.

11.6.2 Interconnection Customer Up-Front Financing for Distribution Upgrades for Firm Charging Distribution Service. In accordance with Appendix A, the Interconnection Customer will up-front finance the Distribution Upgrades associated with Firm Charging Distribution Service and subsequently the Interconnection Customer's Financial Security associated with Firm Charging Distribution Service will be released. Once the Generating Facility is in Commercial Operation, the amount financed will be returned over five years in levelized quarterly payments with interest calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii). Section 12.8 of the Tariff addresses early termination of the Service Agreement for Wholesale Distribution Service associated with this Agreement and an early termination's impact on the obligation to up-front finance the Distribution Upgrades and/or the return of amounts financed.

Article 12. Invoice

- 12.1 General.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. 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 twelve (12) months after completion of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades, Distribution Provider shall provide an invoice of the final cost of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the 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. Distribution Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.
- 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 of receipt. 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 Distribution Provider and Interconnection Customer, Distribution 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 Distribution 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 Distribution 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 calculated in accord with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii).

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 Distribution 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 Distribution System, Distribution Provider's Interconnection Facilities or the Transmission Systems of others to which the Distribution 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 ISO, NERC, the Applicable Reliability Council, Applicable Reliability Standards, Applicable Laws and Regulations, and any emergency procedures set forth in this GIA.
- 13.3 Notice.** Distribution Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Distribution Provider's Interconnection Facilities, Distribution System 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 Distribution 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 Distribution System, Transmission System or Distribution 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 Distribution 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 Distribution 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 Distribution Provider or otherwise regarding the Distribution System.
- 13.5 Distribution Provider Authority.**
- 13.5.1 General.** Distribution Provider may take whatever actions or inactions with regard to the Distribution System and Transmission System or Distribution 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 Distribution System and Transmission System or Distribution Provider's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Distribution Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or Interconnection Customer's Interconnection Facilities. Distribution 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 Distribution Provider's operating instructions concerning 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. Distribution 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 the ISO pursuant to the ISO Tariff. When Distribution Provider can schedule the reduction or disconnection in advance, Distribution Provider shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Distribution 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 Distribution 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 Distribution 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 Distribution System and Distribution Provider's Interconnection Facilities. Distribution Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability. 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.

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 where the Point of Interconnection is located, 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, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

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 Agreement 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.

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. Uncontrollable Force

16.1 Uncontrollable Force.

16.1.1 Economic hardship is not considered an Uncontrollable Force event.

16.1.2 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, if prevented from fulfilling such obligation by Uncontrollable Force. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of an Uncontrollable Force shall give notice and the full particulars of such Uncontrollable Force 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 Uncontrollable Force, the time and date when the Uncontrollable Force occurred and when the Uncontrollable Force 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) is the result of an Uncontrollable Force 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, 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. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this GIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

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 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, 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. Other than the Liquidated Damages heretofore described, 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. As indicated below, the designated 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, with insurers rated no less than A- (with a minimum size rating of VII) by Bests' Insurance Guide and Key Ratings and authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Workers' Compensation Insurance and Employers' Liability. The Distribution Provider and the Interconnection Customer shall maintain such coverage from the commencement of any Construction Activities providing statutory benefits for workers compensation coverage and coverage amounts of no less than [REDACTED] for employer's liability for each employee for bodily injury by accident and [REDACTED] for each employee for bodily injury by disease in accordance with the laws and regulations of the state in which the Point of Interconnection is located. The Distribution Provider shall provide the Interconnection Customer with evidence of such insurance coverage within thirty (30) Calendar Days of any request by the Interconnection Customer. The Interconnection Customer and contractor or any other person acting on Interconnection Customer's behalf shall provide evidence of such insurance thirty (30) Calendar Days prior to entry by any employee or contractor or other person acting on the Interconnection Customer's behalf onto

any construction site to perform any work related to the Interconnection Facilities or Generating Facility.

18.3.2 Commercial General Liability Insurance. The Distribution Provider and the Interconnection Customer shall maintain commercial general liability insurance coverage commencing within thirty (30) Calendar Days of the Effective Date of this GIA, including coverage for premises and operations, bodily injury (including death), personal injury, property damage, products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, and (i) liability of Distribution Provider and the Interconnection Customer that would be imposed without the GIA, or (ii) liability assumed by the Distribution Provider and the Interconnection Customer in a contract or agreement that is an “insured contract” under commercial general liability insurance policy. Such insurance shall include no cross liability exclusions or separation of insured clause endorsement exclusions, with minimum limits of [REDACTED] per occurrence, [REDACTED] aggregate. If the activities of the Interconnection Customer are being conducted through the actions of an Affiliate, then the Interconnection Customer may satisfy the insurance requirements of this Article 18.3.2 by providing evidence of insurance coverage carried by such Affiliate and showing the Distribution Provider as an additional insured only with respect to the GIA, together with the Interconnection Customer’s written representation to the Distribution Provider that the insured Affiliate is conducting all of the necessary pre-construction work. Within thirty (30) Calendar Days prior to the entry of any person on behalf of the Interconnection Customer onto any construction site to perform work related to the Interconnection Facilities or Generating Facility, the Interconnection Customer shall replace any evidence of Affiliate insurance with evidence of such insurance carried by the Interconnection Customer, naming the Distribution Provider as additional insured only with respect to the GIA.

18.3.3 Business Automobile Liability Insurance. Prior to the entry of any vehicles on any construction site in connection with work done by or on behalf of the Interconnection Customer, the Interconnection Customer shall provide evidence of 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 [REDACTED] per occurrence for bodily injury, including death, and property damage. The Interconnection Customer shall include the Distribution Provider as an additional insured with respect to the GIA on any such policies.

18.3.4 Excess Liability Insurance. Commencing at the time of entry of any person on its behalf upon any construction site for the Distribution Upgrades, Interconnection Facilities, or Generating Facility, the Distribution Provider and the Interconnection Customer shall maintain excess liability insurance over and above the Employers’ Liability, Commercial General Liability, and Business Automobile Liability Insurance coverage, with a minimum limit of [REDACTED]

_____ of Generating Facility capacity, rounded up to the nearest MW, per occurrence, up to a maximum of _____ per _____ aggregate. Such insurance carried by the Distribution Provider shall include the Interconnection Customer as an additional insured with respect to the GIA, and such insurance carried by the Interconnection Customer shall include the Distribution Provider as an additional insured with respect to the GIA. The requirements of Article 18.3.2 and 18.3.4 may be met by any combination of general and excess liability insurance.

- 18.3.5** The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies shall include the other Party identified in the articles above, its parent, their subsidiaries, respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Group. If any Party can reasonably demonstrate that coverage policies containing provisions for insurer waiver of subrogation rights, or advance notice are not commercially available, then the Parties shall meet and confer and mutually determine to (i) establish replacement or equivalent terms in lieu of subrogation or notice or (ii) waive the requirements that coverage(s) include such subrogation provision or require advance written notice from such insurers.
- 18.3.6** The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies shall contain provisions that specify that the policies are primary and non-contributory. Each Party shall be responsible for its respective deductibles or self-insured retentions.
- 18.3.7** The Commercial General Liability Insurance, Business 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 extended reporting period coverage if agreed by the Parties.
- 18.3.8** [Not Used.]
- 18.3.9** Thirty (30) Calendar Days prior to the start of any work at the construction site related to Interconnection Facilities or Generating Facility under 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 ninety (90) Calendar Days thereafter, each Party shall provide a certificate of insurance for all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10** Notwithstanding the foregoing, each Party may self-insure (a) to meet the minimum insurance requirements of Article 18.3.1, to the extent that it maintains a self-insurance program and is a qualified self-insurer within the state in which the Point of Interconnection is located, under the laws and regulations of such

state; and (b) to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.9 to the extent it maintains a self-insurance program; provided that, such Party is organized under the laws of the United States or a political subdivision thereof and such Party's rating for its senior unsecured, long-term debt (not supported by third party credit enhancements) or if such Party does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such Party by Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor ("S&P") or Moody's Investor Services, Inc. or its successor ("Moody's") is (i) if rated by S&P and Moody's is rated at least "BBB-" by S&P and "Baa3" by Moody's, or (ii) if rated by only one of S&P or Moody's, rated at least "BBB-" by S&P or "Baa3" by Moody's, and (iii) that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.9. For any period of time that a Party's senior unsecured, long-term debt is unrated by S&P or Moody's, or its unsecured long-term debt or the rating assigned to such Party does not meet the requirements in (i) or (ii), such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article 18.3.10, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

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 greater than [REDACTED], including within the scope of coverage of such insurance whether or not such coverage is sought.

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 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 Interconnection Customer shall have the right to assign this GIA, without the consent of Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Distribution Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that 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 Distribution Provider of the date and particulars of any such exercise of assignment right(s), including providing the Distribution Provider with proof that it meets the requirements of Articles 11.5 and 18.3. 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

20.1 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; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Distribution Provider) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

Article 21. Comparability

21.1 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.

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), subcontractors, 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 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.

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 exception 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 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 GIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or 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

23.1 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. Distribution 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 Distribution Provider. The initial information submission by Distribution Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Distribution System and 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 Distribution Provider shall provide Interconnection Customer a status report on the construction and installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, 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 one hundred eighty (180) 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 Distribution Provider for the Feasibility and 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 Distribution 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 Distribution Provider pursuant to the Interconnection Study Agreement between Distribution Provider and Interconnection Customer, then Distribution Provider will conduct appropriate studies to determine the impact on Distribution Provider Distribution System and Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation. Prior to the Trial 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. The 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 Distribution Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Distribution Provider any information changes due to equipment replacement, repair, or adjustment. Distribution Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Distribution 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.

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-Uncontrollable Force 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 an Uncontrollable Force 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, Distribution Provider's efforts to allocate responsibility for interruption or reduction of generation on the Distribution 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 Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades shall be subject to audit for a period of twenty-four months following Distribution 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 Distribution 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 therefor. 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 Agreement 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. The final decision of the arbitrator must also be filed with FERC

if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

- 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. [Reserved]

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.

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 Distribution 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. Distribution Provider shall have the right to make a unilateral filing with FERC to modify this GIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this GIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this GIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of 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 in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Southern California Edison Company

By: _____ /S/ _____

Name: Robert G. Woods

Title: Managing Director, T&D Asset Management and Operations Services

Date: 3/8/2018

Johanna Energy Center, LLC

By: _____ /S/ _____

Name: Alexandre B. Makler

Title: Vice President

Date: 3/14/2018

Appendix A to GIA

Description of Interconnection Facilities, Network Upgrades, Distribution Upgrades, Costs and Financial Security for Interconnection Service and Charging Distribution Service

The Distribution Provider's Interconnection Facilities, Network Upgrades and Distribution Upgrades described in this Appendix A to the GIA are based on the Distribution Provider's preliminary engineering and design. Such descriptions are subject to modification to reflect the actual facilities that are constructed and installed following the Distribution Provider's final engineering and design, identification of field conditions, and compliance with applicable environmental and permitting requirements.

Pursuant to Article 5.2 of the Agreement, the Interconnection Customer is engineering, procuring, and constructing a portion of the Distribution Provider's Interconnection Facilities.

Additional Definitions:

- (a) JEC WDT1396 Substation: The substation provided for and owned by the Interconnection Customer for the purpose of locating its main step-up transformers and its Last Structure.
- (b) Last Structure: An Interconnection Customer provided, installed, and owned structure that is designed and engineered in accordance with the Distribution Provider's specifications, will transition the conductors that originate at the Interconnection Customer's step-up transformers from overhead to underground, and located at a position designated by the Distribution Provider, outside of the Distribution Provider's Thaddeus Substation.
- (c) Thaddeus Substation: The tap (single circuit breaker) substation engineered, procured, and constructed by the Interconnection Customer. The tap substation will be deeded to the Distribution Provider upon completion and approval for the purpose of tapping the Johanna - Camden 66kV line.
- (d) WDT1396: The Santa Ana Storage 30 MW (gross and net) as measured at the Point of Interconnection, Generating Facility described in the WDT1396 Queue Cluster 9 Interconnection Request. The Santa Ana Storage Interconnection Request's impacts to SCE's electrical system and the required mitigations are documented in Johanna Energy Center, LLC's Santa Ana Storage Queue Cluster 9 Phase II Report, dated November 21, 2017.
- (e) WDT1483: The Santa Ana Storage Phase II 90 MW (gross and net) Generating Facility described in the WDT1483 Queue Cluster 10 Interconnection Request. The Santa Ana Storage Phase II Interconnection Request's impacts to SCE's electrical system and the required mitigations are documented in Johanna Energy Center, LLC's Santa Ana

Storage Phase II Queue Cluster 10 Phase II Report, dated November 21, 2018.

1. Interconnection Facilities:

(a) Interconnection Customer's Interconnection Facilities:

The Interconnection Customer shall:

- (i) Install one (1) 66 / 13.8kV 27 / 36 / 45 MVA delta - wye grounded main step-up transformer with a 9.719% impedance on a 27 MVA base with X/R ratio of 23.45 (T-1), and install one (1) 66 / 13.8 kV 54 / 72 / 90 MVA delta – wye grounded main step-up transformer with a 9.719 percent impedance on a 54 MVA base with X/R ratio of 31.81 (T-2), both within the JEC WDT1396 Substation.
- (ii) Install one hundred twenty-five (125) circuit feet of 69KV 3000KCMIL Compressed Copper, XLPE Insulated, Bare-Concentric Neutral, LLDPE Jacket 66kV underground conductor, with a normal (continuous) rating of 1,293 A and an emergency (four-hour) rating of 1,688 A, from the Generating Facility to the Distribution Provider's Thaddeus Substation. This generation tie-line will be referred to as the JEC WDT1396 – Thaddeus 66kV Line. The right-of-way for the JEC WDT1396 – Thaddeus 66kV Line shall extend up to the edge of the Thaddeus Substation property line.
(Note: The JEC WDT1396 – Thaddeus 66kV Line name is subject to change by the Distribution Provider based upon its transmission line naming criteria. Should the JEC WDT1396 – Thaddeus 66kV Line name be changed, this GIA may be amended to reflect such change.)
- (iii) Install multi-mode all-dielectric self-supporting (“ADSS”) fiber optic cable on the JEC WDT1396 – Thaddeus 66kV line to provide the main telecommunication paths required for the line protection scheme, and the remote terminal units (“RTU”). A minimum of eight (8) strands within the ADSS fiber optic cable shall be provided for the Distribution Provider's exclusive use into the Thaddeus Substation.
- (iv) Install ADSS fiber optic cable from the Generating Facility to a point designated by the Distribution Provider near the Distribution Provider's Thaddeus Substation to provide the diverse telecommunication path required for the protection scheme. A minimum of eight (8) strands within the ADSS fiber optic cable shall be provided for the Distribution Provider's exclusive use. The telecommunication path shall meet the Applicable Reliability Standards criteria for diversity.
- (v) Own, operate and maintain both telecommunication paths (including ADSS fiber-optic cables and appurtenant facilities between the Point of Change of Ownership and the Generating Facility), with the exception of the terminal equipment at both Thaddeus Substation and at the Generating Facility, which will be installed, owned, operated and maintained by the Distribution Provider.
- (vi) Allow the Distribution Provider to review the Interconnection Customer's telecommunication equipment design and perform inspections to ensure compatibility with the Distribution Provider's terminal equipment and protection engineering requirements; allow the Distribution Provider to perform acceptance testing of the telecommunication equipment and the right to request and/or to perform correction of installation deficiencies.

- (vii) Provide required data signals, make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having suitable environmental controls for the installation of the Distribution Provider's RTU in accordance with the Interconnection Handbook. In accordance with Article 5.12 of this GIA, the Interconnection Customer acknowledges that the access required under such section will include Distribution Provider's personnel ability to access twenty-four hours a day the space provided for the Distribution Provider's RTU.
- (viii) Make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having suitable environmental controls for the installation of the Distribution Provider's telecommunications terminal equipment in accordance with the Interconnection Handbook. In accordance with Article 5.12 of this GIA, the Interconnection Customer acknowledges that the access required under such section will include Distribution Provider's personnel ability to access twenty-four hours a day the space provided for the Distribution Provider's telecommunications terminal equipment.
- (ix) Extend the ADSS fiber-optic cable for the two telecommunication paths to the Interconnection Customer - provided and installed patch panels located adjacent to the Distribution Provider's telecommunications terminal equipment specified above.
- (x) Install all required ISO-approved compliant metering equipment at the Generating Facility, in accordance with Section 10 of the ISO Tariff.
- (xi) Pursuant to Article 7.3 of this GIA, install metering cabinets and metering equipment (typically, potential and current transformers) at the Generating Facility to meter the Generating Facility retail load, as specified by the Distribution Provider. In accordance with Article 5.12 of this GIA, the Interconnection Customer acknowledges that the access required under such section will include Distribution Provider's personnel ability to access twenty-four hours a day the metering cabinet provided for the Distribution Provider's metering equipment.
- (xii) Pursuant to Article 7 of this GIA and Attachment A of the Tariff, install metering cabinets and metering equipment (typically, potential and current transformers) at the Generating Facility to meter the Charging Capacity, as specified by the Distribution Provider. In accordance with Article 5.12 of this GIA, the Interconnection Customer acknowledges that the access required under such section will include Distribution Provider's personnel ability to access twenty-four hours a day the metering cabinet provided for the Distribution Provider's metering equipment.
- (xiii) Pursuant to Article 7.3 of this GIA, allow the Distribution Provider to install, in the metering cabinet provided by the Interconnection Customer, meters required to meter the retail load at the Generating Facility.
- (xiv) Pursuant to Article 7 of this GIA and Attachment A to the Tariff, allow the Distribution Provider to install, in the metering cabinet provided by the Interconnection Customer, meters required to meter the Charging Capacity at the Generating Facility.

- (xv) Install relay protection to be specified by the Distribution Provider to match the relay protection used by the Distribution Provider at Thaddeus Substation, in order to protect the JEC WDT1396 – Thaddeus 66kV Line, as follows:
Two (2) line current differential relays via diversely routed dedicated digital communication channels to the Thaddeus Substation. The make and type of line current differential relays will be specified by the Distribution Provider during final engineering of the Distribution Provider’s Interconnection Facilities.
 - (xvi) Install all equipment necessary to comply with the power factor requirements of Article 9.6.1.2 of the GIA, including the ability to regulate the power factor to maintain a voltage schedule (VAR schedule) in accordance with Article 9.6.2 of the GIA. The power factor requirements specified in Article 9.6.1.2 shall be as measured at the high side of the main transformer bank.
 - (xvii) Install all equipment and controls necessary to maintain the Generating Facility’s output and Charging Capacity ramp rate within the parameters set forth, and provided to the Interconnection Customer, by the Distribution Provider, in accordance with Appendix C of this GIA.
 - (xviii) Install all equipment and controls necessary to maintain the Generating Facility’s charging ramp rate within the parameters set forth, and provided to the Interconnection Customer, by the Distribution Provider, in accordance with Appendix C of this GIA.
 - (xix) Install disconnect facilities in accordance with the Distribution Provider’s Interconnection Handbook to comply with the Distribution Provider’s switching and tagging procedures.
 - (xx) Acquire the necessary rights-of-way for the Interconnection Customer’s Interconnection Facilities.
 - (xxi) Perform the necessary environmental studies and obtain permits for the Interconnection Customer’s Interconnection Facilities and perform the environmental activities related to the Distribution Provider’s Interconnection Facilities as described in the Section 1(b) and the Distribution Upgrades as described in Section 3 of Appendix A of the GIA.
 - (xxii) Install all equipment necessary to comply with the power factor requirements of Article 9.6.1 of the GIA, including the ability to regulate the power factor to maintain a voltage schedule (VAR schedule) in accordance with Article 9.6.2 of the GIA. The power factor requirements specified in Article 9.6.1 shall be as measured at the high side of the Interconnection Customer’s 66 / 13.8 kV transformer bank.
- (b) **Distribution Provider’s Interconnection Facilities:**
- (i) **Johanna-Camden–Thaddeus- 66kV Line.**
The Distribution Provider shall:
Tap portion of the line: Install an appropriate number of 66 kV sub-transmission structures including insulator/hardware assemblies, switches, and appropriate number of spans of conductor between the Johanna-Camden 66kV line and the dead-end substation structure at the Thaddeus Substation. The actual number and location of the transmission tower structures and spans of conductor cable will be

determined by the Distribution Provider following completion of detailed engineering of the Distribution Provider's Interconnection Facilities. The Santa Ana Storage Phase II Interconnection Study Report assumed adding one (1) engineered steel pole, one (1) wood pole, one (1) 66kV switch, and 1,000 feet of 954 standard aluminum conductor between the tap point on the Johanna - Camden line and Thaddeus Substation termination structure.

(ii) Thaddeus Substation.

The Distribution Provider shall:

1. Provide oversight of the engineering, design, and construction
2. Perform the Distribution Provider work described in Appendix C, Section 3 of the GIA.
3. Perform a relay coordination study
4. Provide the Interconnection Customer with;
 - i. The Distribution Provider's design, engineering, and construction standards,
 - ii. A list of currently approved contractors qualified to perform this scope of work, and
 - iii. Specifications for the approved equipment and materials for this scope of work.

The Interconnection Customer shall:

1. Install facilities for a new 66kV tap substation to terminate the Johanna-Camden-Thaddeus 66kV Line. This work includes the following:
 - a. One (1) 66 kV circuit breaker
 - b. Three (3) 66 kV dead-end substation structures
 - c. Two (2) sets of 66 kV disconnect switches
 - d. Relay cubicles
 - e. Two (2) 66kV voltage transformers with steel pedestal support structures.
 - f. Two (2) 66 kV station service voltage transformers with steel pedestal support structure
 - g. Two (2) 66 kV hookstick disconnects
 - h. Three (3) 66kV line drops.
 - i. Six (6) 72kV surge arrestors
2. Install the following relay to protect the newly formed Johanna-Camden-Thaddeus 66kV Line:

Two (2) line current differential relays connected via diversely routed dedicated digital communications channels to the Facility.
3. Engineer procure and construct the Thaddeus Substation pursuant to:
 - i. The Distribution Provider's design, engineering, and construction standards,
 - ii. Use a contractor or contractors that are currently approved contractors by the Distribution Provider as qualified to perform this scope of work, and
 - iii. Use equipment, materials and vendors specified by the Distribution Provider for this scope of work.

4. Install one 66 kV riser pole within Thaddeus Substation, between the Last Structure and the Thaddeus Substation switchrack.

(iv) **Telecommunications.** The Distribution Provider shall:

1. Install all required channel banks, channel, and associated equipment (including terminal equipment), supporting protection and SCADA requirements at the Generating Facility and the Thaddeus Substation for the interconnection of the Generating Facility.
Notwithstanding that certain telecommunication equipment, including the telecommunications terminal equipment, will be located on the Interconnection Customer's side of the Point of Change of Ownership, the Distribution Provider shall own, operate and maintain such telecommunication equipment as part of the Distribution Provider's Interconnection Facilities.
2. Install appropriate length of ADSS fiber optic cable, including conduit and vaults, from the point designated by the Distribution Provider near the Distribution Provider's Thaddeus Substation to extend the ADSS fiber optic cable into the communication room at Thaddeus Substation. The actual location and length of ADSS fiber optic cable and conduit, and location and number of vaults, will be determined during final engineering of the Distribution Provider's Interconnection Facilities. The WDT1396 Phase II Interconnection study assumed the installation of approximately nine hundred and fifty (950) feet of ADSS fiber optic cable inside approximately four hundred (400) feet of 2 – 5 inch conduit and two (2) 3' X 5' pull boxes.
3. Install appropriate length of ADSS fiber optic cable, including conduit and vaults, to extend the Interconnection Customer's diverse telecommunications from the point designated by the Distribution Provider near the Distribution Provider's Thaddeus Substation into the communication room at the WDT1396 Substation. The actual location and length of ADSS fiber optic cable and conduit, and location and number of vaults, will be determined during final engineering of the Distribution Provider's Interconnection Facilities.

(v) **Metering.** The Distribution Provider shall:

1. Pursuant to Article 7.3 of this GIA, install meters required to meter the retail load at the Generating Facility.
Notwithstanding that the meters will be located on the Interconnection Customer's side of the Point of Change of Ownership, the Distribution Provider shall own, operate and maintain such facilities as part of the Distribution Provider's Interconnection Facilities.
2. Pursuant to Article 7 of this GIA and Attachment A of the Tariff, install meters required to meter the Charging Capacity at the Generating Facility.
Notwithstanding that the meters will be located on the Interconnection Customer's side of the Point of Change of Ownership, the Distribution Provider shall own, operate and maintain such facilities as part of the Distribution Provider's Interconnection Facilities.

(vi) **Power System Control.** The Distribution Provider shall:

1. Install one (1) RTU at the Generating Facility to monitor typical generation and Charging Capacity elements such as MW, MVAR, terminal voltage and circuit breaker status for the Generating Facility and plant auxiliary load, and transmit the information received thereby to the Distribution Provider's grid control center. Notwithstanding that the RTU will be located on the Interconnection Customer's side of the Point of Change of Ownership, the Distribution Provider shall own, operate and maintain the RTU as part of the Distribution Provider's Interconnection Facilities.
 2. Install one (1) RTU at Thaddeus Substation to monitor MW, MVAR, terminal voltage and circuit breaker status and transmit the information received thereby to the Distribution Provider's grid control center.
 3. Perform substation automation system (SAS) point additions to the existing Johanna SAS to accommodate new relay protection, status, and alarm.
 4. Perform SAS point additions to the existing Camden SAS to accommodate new relay protection, status, and alarm.
 5. Perform programming and testing to add the project to the Distribution Provider's charging management system.
- (vii) **Real Properties.** The Distribution Provider shall:
Obtain easements and/or acquire land for the installation of the Distribution Provider's Interconnection Facilities, including any associated telecommunication equipment.
- (viii) **Environmental Activities, Permits, and Licensing.**
Distribution Provider shall:
Review the Interconnection Customer's proposed study methodologies, documents resulting from environmental studies, and draft permit applications intended for the Distribution Provider's use and shall obtain licensing and permits, as required.
The Interconnection Customer shall:
a) Perform the required environmental activities related to the installation of the Distribution Provider's Interconnection Facilities. The Interconnection Customer shall perform environmental studies and prepare draft environmental permit applications related to the installation of the Distribution Provider's Interconnection Facilities. The Interconnection Customer shall obtain licensing and permits for the installation of Thaddeus Substation, as required. The Interconnection Customer shall obtain the Distribution Provider's approval of proposed study methodologies, documents resulting from environmental studies, and draft permit applications intended for the Distribution Provider's use. The Interconnection Customer shall be responsible for performing pre-construction activities and construction monitoring and related activities.
b) Perform the scope of work related to the Distribution Provider's Interconnection Facilities described above that would otherwise be performed by the Distribution Provider as part of the Project. The Interconnection Customer shall provide the Distribution Provider an itemized accounting record of the costs for work performed by the Interconnection Customer in a form acceptable to the Distribution Provider (the "Environmental Services Costs Declaration"). The Environmental Services Costs Declaration will be provided to the Interconnection

Customer by the Distribution Provider and shall be completed, signed by an authorized representative, and returned by the Interconnection Customer by the date set forth in Appendix B of the GIA. The actual cost information provided by the Interconnection Customer will be used by the Distribution Provider in determining the Interconnection Facilities Charge and applicable ITCC as part of the final accounting of costs pursuant to Article 12.2 of the GIA, and is subject to audit by the Distribution Provider in accordance with Article 25 of the LGIA.. The Interconnection Customer understands and acknowledges that should the environmental services work performed by the Interconnection Customer not meet the industry standards utilized in the State of California or by the Distribution Provider in accordance with Applicable Laws and Regulations, as determined by Distribution Provider, the Interconnection Customer shall be required to remedy all deficiencies under the Distribution Provider's direction.

2. Network Upgrades:

(a) **Stand Alone Network Upgrades:** None.

(b) **Other Network Upgrades:**

(iv) Reliability Network Upgrades. None identified in the Phase II Interconnection Study.

(v) Delivery Network Upgrades. None identified in the Phase II Interconnection Studies.

1. Area Delivery Network Upgrades. None identified in the Phase II Interconnection Studies.

2. Local Delivery Network Upgrades. None identified in the Phase II Interconnection Studies.

3. Distribution Upgrades:

Distribution Upgrades – Generating Facility Output. The Distribution Provider shall:

(a) **SCE Substations.**

1. Johanna Substation:

a. Install two (2) current differential relays, connected via a single dedicated digital communications channel, to Thaddeus Substation and Camden Substation.

b. Install one (1) new 95 interface panel module.

c. Install one (1) new 66 kV PT and replace existing one (1) 66 kV PT.

2. Camden Substation:

a. Install two (2) line current differential relays, connected to Thaddeus Substation and Johanna Substation.

b. Install an additional one (1) set of 1200 / 5 bushing current transformers to the existing circuit breaker (for dual relay).

c. Upgrade battery, charger and 3 phase AC panel

(b) **Telecommunications.**

1. Install all required lightwave, channel banks, router, two self – contained communication racks, and associated equipment at the Thaddeus Substation, at the

Distribution Provider's Camden Substation, and at the Distribution Provider's Johanna Substation.

2. Install diverse taps of existing Johanna ADSS at Thaddeus and Talbert Substations.

(c) **Real Properties**

Obtain easements and/or acquire land for the installation of the Distribution Provider's Distribution Upgrades, including any associated telecommunication equipment.

Note: the cost estimate for this facility is included in the cost estimate for the Real Properties facility described in Section 1.b.1.(vi) above.

(d) **Environmental Activities.**

Distribution Provider's shall:

Review the Interconnection Customer's proposed study methodologies, documents resulting from environmental studies, and draft permit applications intended for the Distribution Provider's use and shall obtain licensing and permits, as required.

The Interconnection Customer shall:

a) The Interconnection Customer shall perform the required environmental activities related to the installation of the Distribution Provider's Distribution Upgrades. The Interconnection Customer shall perform environmental studies and prepare draft environmental permit applications related to the installation of the Distribution Provider's Distribution Upgrades. The Interconnection Customer shall obtain the Distribution Provider's approval of proposed study methodologies, documents resulting from environmental studies, and draft permit applications intended for the Distribution Provider's use. The Interconnection Customer shall be responsible for performing pre-construction activities and construction monitoring and related activities.

b) The Interconnection Customer has elected to perform the scope of work related to the Distribution Provider's Distribution Upgrades described above that would otherwise be performed by the Distribution Provider as part of the Project. The Interconnection Customer shall provide the Distribution Provider an itemized accounting record of the costs for work performed by the Interconnection Customer in a form acceptable to the Distribution Provider. The Interconnection Customer acknowledges and agrees that final costs for work performed will be subject to a Distribution Upgrades Charge and ITCC.

(e) **Ground Grid Studies.**

The Distribution Provider shall:

Perform ground grid study at Cabrillo 66 kV Substation.

3.2 Distribution Upgrades – Firm Charging Distribution Service. None identified in the Phase II Study.

Other Potential Distribution Upgrades: The Interconnection Customer understands and acknowledges that the interconnection of the Santa Ana Storage Project is dependent upon the completion of certain Distribution Upgrades not under the scope of this GIA which are currently the cost responsibility of a project or projects ahead of the Santa Ana Storage Project in the interconnection queue. In the event that: (i) the interconnection requests for one or more of such projects are withdrawn; (ii) any of the interconnection agreements for such projects are terminated prior to the in-service date of such Distribution Upgrades; or (iii) it is determined by the Distribution Provider that some or all of such Distribution Upgrades

currently assigned to earlier-queued projects are no longer required by such projects but are required for the Santa Ana Storage Project, then the Interconnection Customer may be responsible for the costs of other Distribution Upgrades. The Interconnection Customer's cost responsibility for any Distribution Upgrades not already identified in this GIA will be reflected in an amendment to this GIA.

Element	Distribution Upgrades Cost	One – Time Cost	Total Cost
Initial programming of DERMS	████████	██████	████████
Total	████████	██████	████████

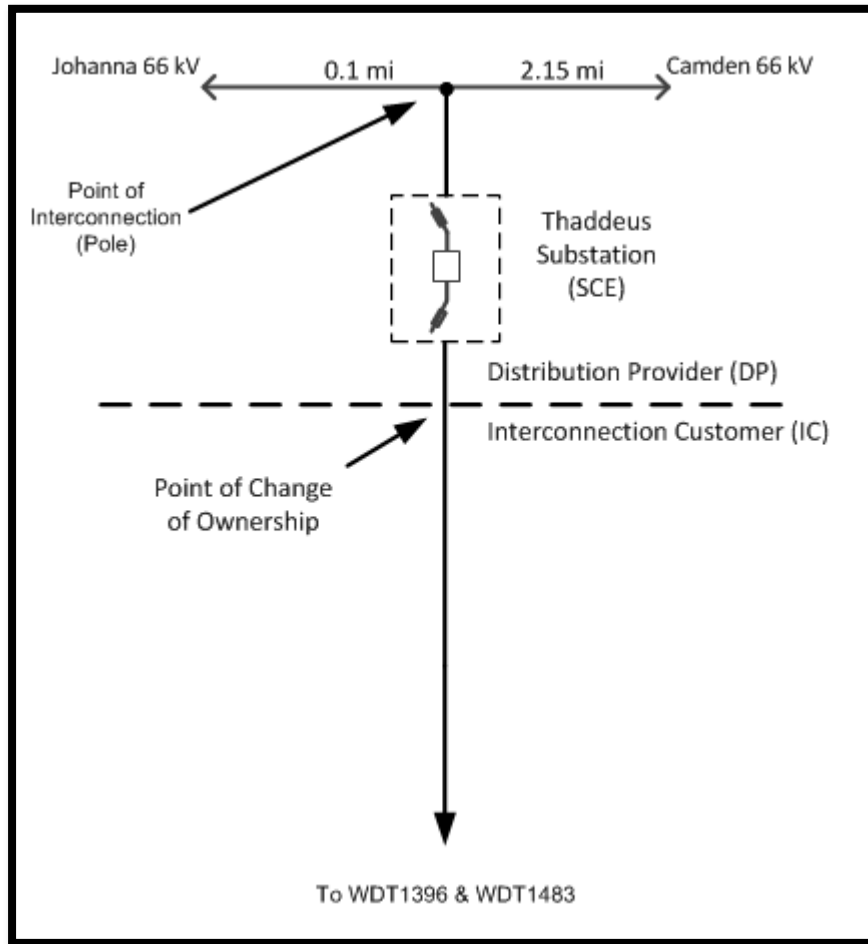
4. Point of Change of Ownership, Point of Interconnection and One-Line Diagram of Interconnection:

(a) Point of Change of Ownership.

- (i) The Thaddeus - JEC WDT1396 66 kV line: The Point of Change of Ownership shall be the point where the conductors of the Thaddeus - JEC WDT1396 66 kV line are attached to the Last Structure, which will be connected on the side of the Last Structure facing the Thaddeus Substation. The Interconnection Customer shall own and maintain the Last Structure, the conductors, insulators and jumper loops from such Last Structure to the Interconnection Customer's Facility. The Distribution Provider will own and maintain the Thaddeus Substation, as well as all circuit breakers, disconnects, relay facilities and metering within the Thaddeus Substation, together with the line drop, in their entirety, from the Last Structure to the Thaddeus Substation. The Distribution Provider will own the insulators that are used to attach the Distribution Provider-owned conductors to the Last Structure.
- (ii) Telecommunication ADSS fiber optic cable: The Point of Change of Ownership shall be the point where the fiber optic cable for the Thaddeus – JEC WDT1396 66 kV line is connected to the Distribution Provider's ADSS fiber optic cable in the Distribution Provider's vault.
- (iii) Telecommunication diverse ADSS fiber optic cable: The Point of Change of Ownership shall be the point at a Distribution Provider owned vault, where the Interconnection Customer's ADSS fiber optic cable is connected to the Distribution Provider's ADSS fiber optic cable. The Distribution Provider shall own and maintain all fiber optic cable from that point into the Thaddeus substation communications room.

(b) **Point of Interconnection.** The Distribution Provider's Johanna – Camden 66kV line.

(c) **One-Line Diagram of Interconnection.**



5. Cost of Interconnection Facilities and Distribution Upgrades, Payment Schedule, On-Going Monthly Charges and Financial Security:

(a) Estimated Cost.

Element-	Interconnection Facilities Cost	Distribution Upgrades Cost	Reliability Network Upgrades Cost	Area Delivery Network Upgrades Cost	Local Delivery Network Upgrades Cost	One-Time Cost	Total
Distribution Provider's Interconnection Facilities							
Johanna-Camden-Thaddeus-JEC WDT1396 66kV Line	██████					██████	██████
Thaddeus Substation						██████	██████
W1396 Sub: Relay Coordination Study						██████	██████

Telecommunications (Install appropriate length of ADSS fiber optic cable including conduit and vaults for the main and diverse paths)	██████						██	██████
Telecommunications (Install channel banks and other terminations)	██████						██	██████
Metering	██████						██	██████
Power System Controls	██████						██████	██████
Environmental Activities, Permits, and Licensing	██████						██	██████
Real Properties	██████						██	██████
Subtotal	██████						██████	██████
Distribution Upgrades								
SCE Substations		██████					██	██████
Ground grid study		██████					██	██████
Telecommunications		██████					██	██████
Environmental activities, permits, and licensing		██████					██	██████
Subtotal		██████					██████	██████
Reliability Network Upgrades								
none				██			██	██
Area Delivery Network Upgrades								
none					██		██	██
Local Delivery Network Upgrades								
none						██	██	██
Total	██████	██████		██	██	██	██████	██████

All amounts shown above are in nominal dollars.

The costs associated with any mitigation measures required to third party transmission systems, which result from interconnection of the Santa Ana Storage Project to the Distribution Provider’s electrical system, are not reflected in this GIA.

The Interconnection Customer’s obligation for the costs of the Reliability Network Upgrades and Local Delivery Network Upgrades required to interconnect the Generating Facility is capped at ██████ pursuant to the GIP.

* ITCC/estimated tax liability will be provided pursuant to Section 5(d)(ii) of this Appendix A.

(b) Payment Schedule.

The payment amounts shown below are based on an estimate of the monthly incurred costs for the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades.

and payments made for such Interconnection Facilities Charge and Distribution Upgrades Charge shall be subject to later adjustment to reflect actual costs.

In the event that any portion of the Distribution Provider’s Interconnection Facilities or Distribution Upgrades is not complete but, at the request of the Interconnection Customer, the Distribution Provider commences interconnection service under this GIA notwithstanding the incomplete facilities, the Distribution Provider shall commence billing, and the Interconnection Customer shall pay, the Interconnection Facilities Charge and the Distribution Upgrades Charge, as applicable, commencing on the date that such service commences.

(i) Interconnection Facilities Charge.

Effective	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities	Estimated	
		Interconnection Facilities Cost	Interconnection Facilities Charge
As of the Interconnection Facilities Completion Date	See Section 4.1 of Attachment J to the Tariff*	██████████	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Interconnection Facilities Cost

* Attachment J to the Tariff is available at the following link: <https://www.sce.com/openaccess>

(ii) Distribution Upgrades Charge.

Effective	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities	Estimated	
		Distribution Upgrades Cost	Distribution Upgrades Charge
As of the Distribution Upgrades Completion Date	See Section 4.1 of Attachment J to the Tariff*	██████████	Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Distribution Upgrades Cost

* Attachment J to the Tariff is available at the following link: <https://www.sce.com/openaccess>

(d) **Financial Security.**

(i) Interconnection Financial Security.

1. The Distribution Provider’s Interconnection Facilities: Pursuant to Article 11.5 and Appendix B of the GIA, the Interconnection Customer has provided Interconnection Financial Security in the total amount of ██████████ for the second posting and shall provide ██████████ for the third posting to cover the costs for constructing, procuring and installing the Distribution Provider’s Interconnection Facilities.
2. Distribution Upgrades: Pursuant to Article 11.5 and Appendix B of the GIA, the Interconnection Customer has provided Interconnection Financial Security in the total amount of ██████████ for the second posting and shall provide ██████████ for the third posting to cover the costs for constructing, procuring and installing the Distribution Upgrades.

3. Network Upgrades: Pursuant to Article 11.5 and Appendix B of the GIA, the Interconnection Customer shall provide Interconnection Financial Security in the total amount of [REDACTED] for the second posting and [REDACTED] for the third posting to cover the costs for constructing, procuring and installing the Network Upgrades.
4. To the extent that any Interconnection Financial Security is not utilized by the Distribution Provider, the release of such Interconnection Financial Security shall be made in accordance with the Interconnection Customer’s instructions.

(ii) Security Amount for Estimated Tax Liability.

Pursuant to Article 5.17.4 of the GIA, the Interconnection Customer’s estimated tax liability is as follows:

1. Estimated tax liability for Distribution Provider’s Interconnection Facilities = The sum of the product of (i) the applicable ITCC rate for the year payments are anticipated to be received, and (ii) the total of the payments to be received for the Interconnection Facilities Cost for that year.

Year(s) payments to be received	Applicable ITCC rate	Total payments received for Interconnection Facilities Cost	ITCC for Distribution Provider’s Interconnection Facilities
2018 and beyond	See Section 4.1 of Attachment J to the Tariff*	[REDACTED]	Applicable ITCC rate x Total payments to be received for Interconnection Facilities Cost

* The estimated tax liability is based on the applicable ITCC rate in Attachment J to the Tariff as of the Effective Date and is available at the following link:
<https://www.sce.com/openaccess>

2. Estimated tax liability for Distribution Upgrades = The sum of the product of (i) the applicable ITCC rate for the year payments are anticipated to be received, and (ii) the total of the payments to be received for the Distribution Upgrades Cost for that year.

Year(s) payments to be received	Applicable ITCC rate	Total payments received for Distribution Upgrades Cost	ITCC for Distribution Upgrades
2018 & beyond	See Section 4.1 of Attachment J to the Tariff*	[REDACTED]	Applicable ITCC rate x Total payments to be received for Distribution Upgrades Cost

* The estimated tax liability is based on the applicable ITCC rate in Attachment J to the Tariff as of the Effective Date and is available at the following link:
<https://www.sce.com/openaccess>

Based upon the total estimated tax liability, the Interconnection Customer shall provide the Distribution Provider Tax Security in the total amount as calculated above in this Section 5(d)(ii) of Appendix A of the GIA in the form of a cash deposit in an escrow account, a letter of credit, or parent guaranty or other form reasonably acceptable to the Distribution Provider, pursuant to Article 5.17.3 and Appendix B of the GIA. The letter of credit, cash deposit in an escrow account, or parent guaranty shall meet the requirements of Section 4.8 of the GIP.

Upon notification of the Annual Tax Security Reassessment, the Interconnection Customer shall modify its Tax Security accordingly. If the Annual Tax Security Reassessment results in a deficiency in the Tax Security amount, the Interconnection Customer will be required to increase its Tax Security amount within thirty (30) Calendar Days after receipt of the deficiency notification. If the Annual Tax Security Reassessment results in a reduction of the Tax Security amount, the Interconnection Customer may choose to reduce its Tax Security amount or maintain the Tax Security in the current amount for the following year.

The Interconnection Customer's obligation to provide Tax Security shall terminate in accordance with Article 5.17.3 of this GIA. Upon termination of the Interconnection Customer's obligation to provide Tax Security, and Distribution Provider's receipt of the Interconnection Customer's written instructions regarding the release of any unused Tax Security, any unused amount of the Tax Security shall be released to the Interconnection Customer.

Appendix B to GIA

Milestones

1. The Interconnection Customer's Selected Option: Pursuant to Article 5.1 of the GIA, the Interconnection Customer has selected the Standard Option.

2. Milestone Dates:

Item	Milestone	Responsible Party	Due Date
(a)	Submit proof of insurance coverage in accordance with Article 18.3 of the GIA	Interconnection Customer	Completed
(b)	Submittal of written authorization to proceed with design and procurement of the Distribution Provider's Interconnection Facilities, Distribution Upgrades and Network Upgrades to the Distribution Provider, in accordance with Article 5.5.2 of the GIA	Interconnection Customer	Completed
(c)	Submittal of second posting of Interconnection Financial Security for the Distribution Provider's Interconnection Facilities, Distribution Upgrades and Network Upgrades to the Distribution Provider, pursuant to Article 11.5 and Section 5(d)(i) of Appendix A of the GIA	Interconnection Customer	Completed
(d)	Submittal of third posting of Interconnection Financial Security for the Distribution Provider's Interconnection Facilities, Distribution Upgrades and Network Upgrades to the Distribution Provider, pursuant to Article 11.5 and Section 5(d)(i) of Appendix A of the GIA	Interconnection Customer	Completed
(e)	Submittal of written authorization to proceed with construction to the Distribution Provider, pursuant to Article 5.6.3 of the GIA	Interconnection Customer	Completed

Item	Milestone	Responsible Party	Due Date
(f)	Submittal of Tax Security for the estimated tax liability to the Distribution Provider, pursuant to Article 5.17.3 and Section 5(d)(ii) of Appendix A of the GIA	Interconnection Customer	Completed
(g)	Submittal of initial specifications for the Interconnection Customer's Interconnection Facilities and Generating Facility, including System Protection Facilities, to the Distribution Provider, pursuant to Article 5.10.1 of the GIA	Interconnection Customer	Completed
(h)	Review of and comment on the Interconnection Customer's initial specifications, pursuant to Article 5.10.1 of the GIA	Distribution Provider	Completed
(i)	Submittal of initial information including the Distribution Provider's Transmission System information necessary to allow the Interconnection Customer to select equipment, in accordance with Article 24.2 of the GIA	Distribution Provider	Completed
(j)	Submittal of final specifications for the Interconnection Customer's Interconnection Facilities and Generating Facility, including System Protection Facilities, to the Distribution Provider, as specified in Article 5.10.1 of the GIA	Interconnection Customer	Completed
(k)	Review of and comment on the Interconnection Customer's final specifications, pursuant to Article 5.10.1 of the GIA	Distribution Provider	Completed
(l)	Submittal of updated information by the Interconnection Customer, including manufacturer information, in accordance with Article 24.3 of the GIA	Interconnection Customer	Completed
(m)	Notification of Control Area to the Distribution Provider, pursuant to Article 9.2	Interconnection Customer	Completed June 27, 2020
(n)	Completion of the Distribution Provider's Interconnection	Distribution Provider	Within thirty six (36) months following the

Item	Milestone	Responsible Party	Due Date
	Facilities, Distribution Upgrades, and Network Upgrades		Effective Date and receipt of payment*
(o)	Performance of a complete calibration test and functional trip test of the System Protection Facilities, pursuant to Article 9.7.4.6 of the GIA	Interconnection Customer and Distribution Provider	Prior to the In-Service Date
	Provide a copy of the Environmental Services Costs Declaration to the Interconnection Customer in accordance with Section 1.b of Appendix A of the GIA	Distribution Provider	Prior to the In-Service Date
(p)	In-Service Date	Interconnection Customer	March 12, 2021
(q)	Testing of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and testing of the Interconnection Customer's Interconnection Facilities and Generating Facility, all in accordance with Article 6.1 of the GIA	Interconnection Customer and Distribution Provider	Completed
(r)	Provide written approval to the Interconnection Customer for the operation of the Generating Facility, in accordance with Article 6.1 of the GIA	Distribution Provider	At least ten (10) Calendar Days prior to the Initial Synchronization Date
(s)	Provide the ISO written notice that the required Distribution Provider facilities have been installed and tested, and that initial synchronization of the Electric Generating Unit(s) at the Generating Facility to the Distribution System is expected to occur on the Initial Synchronization Date	Distribution Provider	Completed
(t)	Initial Synchronization Date/Trial Operation	Interconnection Customer	March 23, 2021
(u)	Provide the ISO written notice that the required Distribution Provider facilities have been installed and tested, and have been approved to allow the Generating Facility to	Distribution Provider	Completed

Item	Milestone	Responsible Party	Due Date
	operate in parallel with the Distribution System		
(v)	Commercial Operation Dates	Interconnection Customer	20 MW June 1, 2021
			20 MW June 1, 2022
			40 MW June 1, 2023
			40 MW June 1, 2024
(w)	Submittal to the Distribution Provider of “as-built” drawings, information and documents for the Interconnection Customer’s Interconnection Facilities and the Electric Generating Units, in accordance with Article 5.10.3 of the GIA	Interconnection Customer	Completed
(x)	Provide the completed and signed Environmental Services Costs Declaration to the Distribution Provider in accordance with Section 1.b [include reference to Section 3 as well if applicable] of Appendix A of the GIA	Interconnection Customer	Completed

* Note: Pursuant to Article 5.1.1, Distribution Provider shall use Reasonable Efforts to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the dates set forth above. In the event Distribution Provider reasonably expects that it will not be able to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified dates, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

Appendix C to GIA

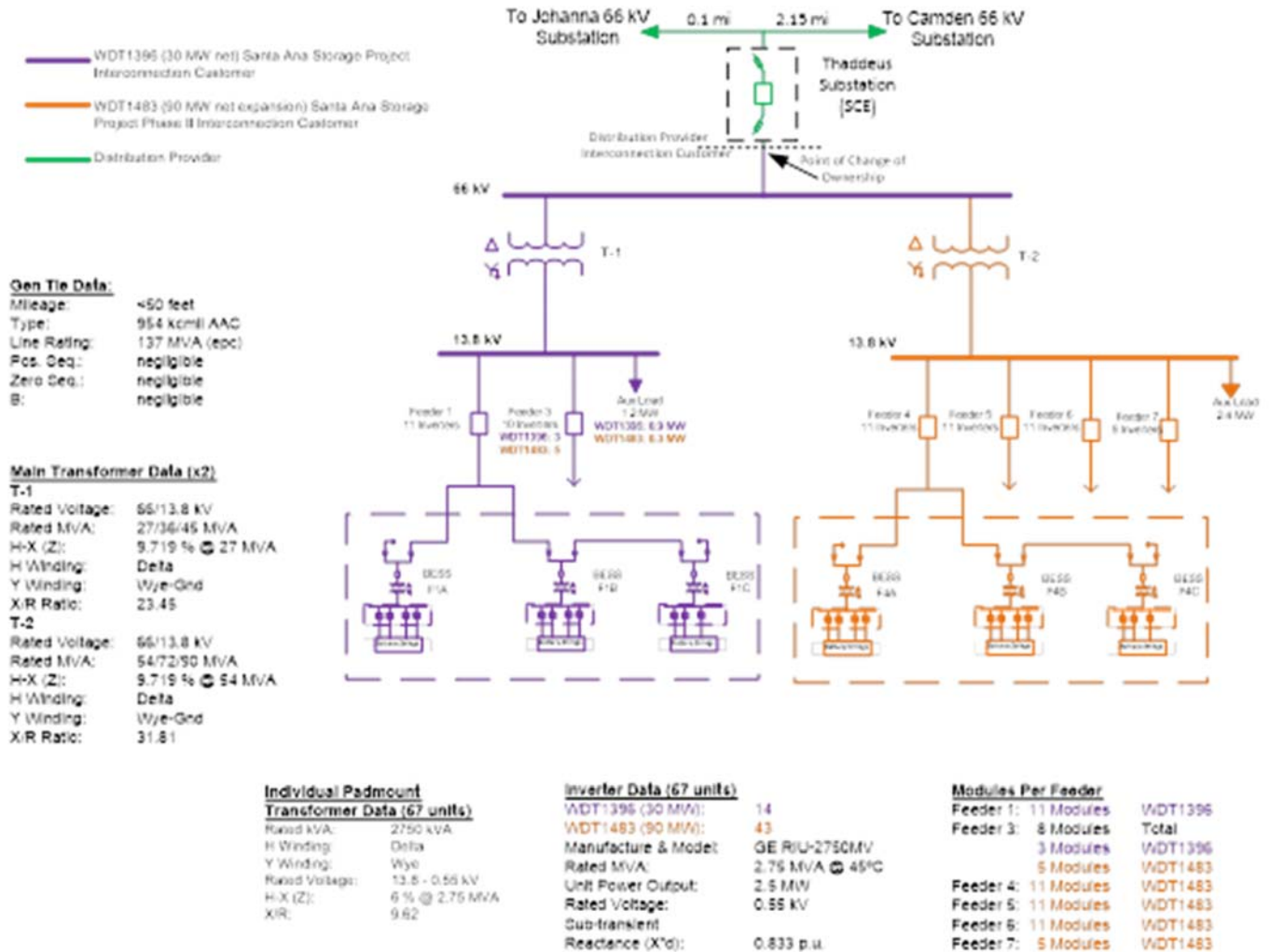
Interconnection Details

1. **Generating Facility:** All equipment and facilities comprising the Interconnection Customer's 120 net MW (124.8 gross MW) inverter based (battery energy storage system) Santa Ana Storage generating facility in Santa Ana, California, as disclosed by the Interconnection Customer in its WDT1396 Interconnection Request and its WDT1483 Interconnection Request, as may have been amended during the Interconnection Study process. As shown in the diagram below, the Generating Facility consists of (i) fifty-seven (57) bi-directional inverters rated each at 2500 kW and 2750 kVA each at a nominal terminal voltage of 0.55 kV for a total rated gross of 124.8 MW at the inverter terminals, (ii) the associated infrastructure and step-up transformers, (iii) meters and metering equipment, (iv) appropriate amount of reactive support for power factor correction, (v) appurtenant equipment, and (vi) 3.6 MW auxiliary load.

Based on the technical data provided for individual generator unit(s), pad-mount and main step-up transformer bank(s), the internal project losses are 1.23 MW. In addition, losses incurred on the generation tie line are 0.01 MW. After accounting for losses of 1.24 MW between the Generating Facility and the Point of Interconnection, the Generating Facility is capable of delivering 120 MW at the Point of Interconnection when operating near unity power factor. The total net capability at the high-side of main step-up transformer is 151.30 MW. The total net capacity provided under the GIA at the high-side of main step-up transformer is 119.97 MW. Since the Generating Facility has the capability of producing and delivering more MW at the Point of Interconnection than the requested amount of 120 MW, the Interconnection Customer will need to install or demonstrate that a control system will be put in place which will manage the Generating Facility under discharge operation and limit output to not exceed 119.97 MW as measured at the high side of the main transformer banks. Under charging operation, the project will be limited to not exceed 119.84 MW as measured at the high side of the main transformer banks. The Santa Ana Storage Project shall consist of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities as shown below;

Description: (i) Fifty-Seven (57) GE Power Energy Storage inverters each rated at 2750 kVA at 40°C and 3.6 MW of auxiliary load (ii) the associated infrastructure, (iii) meters and metering equipment, and (iv) appurtenant equipment.	
Generating Facility Output	
Total rated (gross) capacity at generator/inverter terminals:	156.75 MW at 1.0 p.f.
Total net capability at high-side of main step-up transformer(s):	151.30 MW
Total net capacity provided under the GIA at high-side of main step-up transformer(s):	119.97 MW
Total net capacity provided under the GIA at Point of Interconnection:	120 MW

Generating Facility Charging	
The Interconnection Customer has elected the following type of Charging Distribution Service under the Service Agreement for Wholesale Distribution Service:	
<input checked="" type="checkbox"/> As-Available Charging Distribution Service <input type="checkbox"/> Firm Charging Distribution Service <input type="checkbox"/> No Charging Distribution Service – storage component of the Generating Facility will charge from the output of the Electric Generating Units only	
Total rated charging capacity at inverter/converter terminals:	117.14 W
Total charging capability at high-side of main step-up transformer(s):	117.14 MW
Total Charging Capacity provided under the GIA at high-side of main step-up transformer(s):	117.14 MW
Total Charging Capacity provided under the GIA at Point of Interconnection:	119.84 MW



The Interconnection Customer has requested, and this GIA provides for, a maximum output capacity of 120 MW at the Point of Interconnection. If under real-time operating conditions, the Generating Facility is capable of exceeding the maximum export capacity provided under the GIA, the Interconnection Customer shall be required to install, own and maintain a control limiting device, as approved by the Distribution Provider, that will restrict the maximum output of the Generating Facility as measured at the Point of Interconnection to no greater than the maximum export capacity of 120 MW.

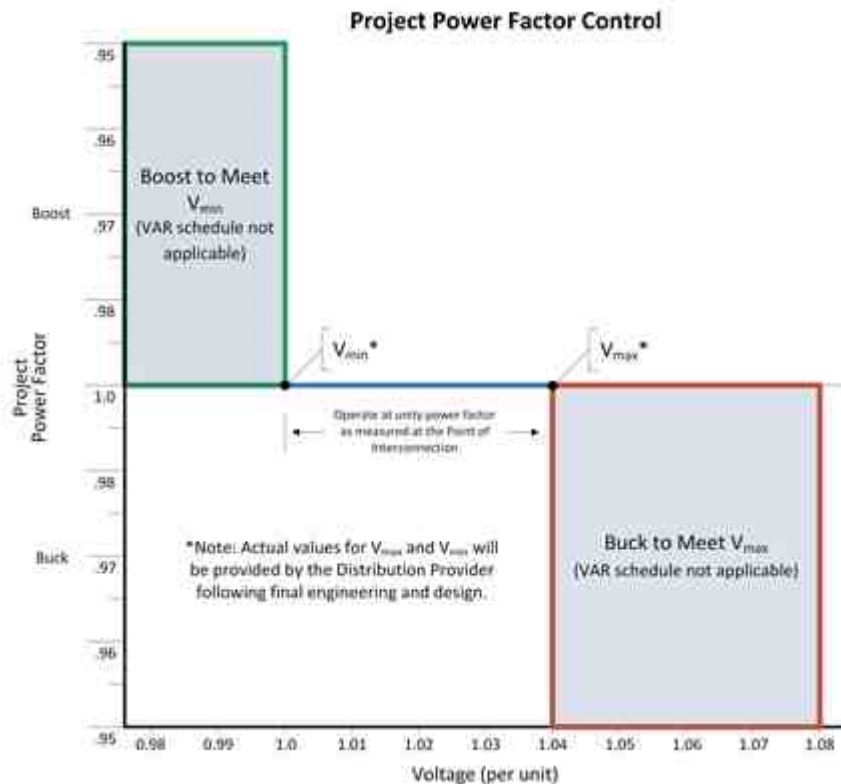
The Interconnection Customer acknowledges that if the Interconnection Customer wishes to increase the amount of interconnection capacity provided pursuant to this GIA, the Interconnection Customer shall be required to submit a new Interconnection Request in accordance with the terms and conditions of the Tariff.

This GIA provides for a total Charging Capacity of 117.14 MW as measured at the high-side of the main step-up transformer(s) and 119.84 MW at the Point of Interconnection subject to any conditions specified in the Service Agreement for Wholesale Distribution Service. If the

Generating Facility is capable of exceeding these values, the Interconnection Customer shall be required to install, own and maintain a control limiting device or, alternatively, by means of configuring the Generating Facility's control system, as approved by the Distribution Provider, that will ensure the Generating Facility complies with these restrictions.

2. Interconnection Customer Operational Requirements:

- (a) The Interconnection Customer shall control the Generating Facility's output and Charging Demand ramp rate so as to prevent adverse voltage conditions on the Distribution System. Such ramp rate control shall be in accordance with parameters, which may be modified from time to time by the Distribution Provider, set forth by the Distribution Provider and provided to the Interconnection Customer within thirty (30) Calendar Days following the Distribution Provider's completion of final engineering for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, as applicable.
- (b) The Generating Facility will be required to operate within a 0.95 leading (boost) to 0.95 lagging (buck) power factor in accordance with Article 9.6.1.2 of the GIA. Under real-time operations, it is anticipated the project will be required to operate as shown in the figure below. The actual values of the V_{min} and V_{max} will be provided by the Distribution Provider once final engineering and design is completed.



- (c) The Interconnection Customer shall cause the Santa Ana Storage Project to participate in any RAS required to prevent thermal overloads and unstable conditions resulting from outages. Such participation shall be in accordance with applicable FERC

regulations, and ISO Tariff provisions and protocols. In accordance with Good Utility Practice, the Distribution Provider will provide the Interconnection Customer advance notice of any required RAS beyond that which has already been identified in the Phase II Interconnection Study and this GIA.

- (d) Following outages of the Interconnection Facilities or the Generating Facility, the Interconnection Customer shall not energize the Santa Ana Storage Project for any reason without specific permission from the Distribution Provider's operations personnel. Such permission shall not be unreasonably withheld.
- (e) The Interconnection Customer shall maintain operating communications with the Distribution Provider's designated switching center. The operating communications shall include, but not be limited to, system parallel operation or separation, scheduled and unscheduled outages, equipment clearances, protective relay operations, and levels of operating voltage and reactive power.
- (f) The Interconnection Request for the Generating Facility was evaluated as part of Queue Cluster 9 and Queue Cluster 10 and the Interconnection Customer selected Option A as the deliverability option under GIP Section 4.6.2. In accordance with the TP Deliverability allocation procedures of Section 8.9 of Appendix DD of the ISO Tariff, following the ISO's allocation of TP Deliverability, the Interconnection Customer has elected for the Generating Facility to have Full Capacity Deliverability Status. The Interconnection Customer acknowledges and understands that until (i) all required Network Upgrades as stated in this GIA and (ii) all required network upgrades identified for the Generating Facility as stated in the governing interconnection study report (i.e., Phase II Interconnection Study reports as those reports may have been amended or modified in subsequent studies or reassessments), including all required transmission upgrades triggered by earlier queued generation that were assumed in-service in the governing interconnection study, are constructed and placed in service, the Generating Facility will not achieve Full Capacity Deliverability Status.
- (g) Compliance with Applicable Reliability Standards: As provided in Article 4.3 of this GIA, the Interconnection Customer shall comply with all Applicable Reliability Standards for the Interconnection Customer's Interconnection Facilities and the Generating Facility. The Distribution Provider will not assume any responsibility for complying with mandatory reliability standards for such facilities and offers no opinion as to whether the Interconnection Customer must register with NERC. If required to register with NERC, the Interconnection Customer shall be responsible for complying with all Applicable Reliability Standards for the Interconnection Customer's Interconnection Facilities and the Generating Facility up to the Point of Change of Ownership, as described in Section 4 of Appendix A of this GIA.
- (h) Restrictions to Charging Operations: Pursuant to the Distribution Provider's Interconnection Studies, restrictions on the Generating Facility's charging operations must be implemented for reliability reasons. The restrictions on charging operations

will be documented in the Distribution Provider's system operating bulletin which will be developed after execution of the GIA and provided to the Interconnection Customer prior to the Commercial Operation Date. The Distribution Provider will monitor conditions at the Point of Interconnection to determine the acceptable limits under which the Generating Facility may conduct charging operations. Charging operations shall cease as directed by the Distribution Provider when such acceptable limits are anticipated to be violated, and shall be allowed to recommence as further directed by the Distribution Provider. Such direction will initially be made by written schedule or telephone notice from the Distribution Provider's distribution operations center to the Interconnection Customer's control room operator 24 hour telephone. An automated procedure will be implemented upon the installation of the storage management system.

3. Transfer of Ownership:

- (a) Notwithstanding any other provision of this GIA, the Interconnection Customer shall, at its sole expense, engineer and construct the Thaddeus Substation, including procuring necessary land and/or property rights specified in Section 3(b) of this Appendix C, in accordance with the Distribution Provider's standards and specifications.
- (b) The Interconnection Customer shall make all necessary arrangements for easements and/or other real property rights associated with the installation, operation and maintenance of the Thaddeus Substation in order for the Distribution Provider to comply with its obligations under this GIA. Such easements or other real property rights shall provide the Distribution Provider with unrestricted 24 hour access to such facilities. The terms of the easement or other real property agreements shall be consistent with the terms of the lease between the Interconnection Customer and the land owner upon which the facilities are located. Notwithstanding any other provision of this GIA, the Distribution Provider shall have no obligation to install the Distribution Provider's Interconnection Facilities for which it is responsible for construction under this Agreement or the Distribution Upgrades prior to the effective date of such easement agreements or other real property agreements.
- (c) Notwithstanding anything to the contrary in this Agreement, the Interconnection Customer shall at all times indemnify, defend and save the Distribution Provider harmless from any and all damages, losses, claims (including claims and actions relating to injury or to death of any person or damage to property), demands, suits, recoveries, cost and expenses, court cost, attorney fees, and all other obligations by third parties, arising out of or resulting from the Interconnection Customer's construction of the Thaddeus Substation, except in the case of gross negligence or intentional wrongdoing by the Distribution Provider.
- (d) Prior to commencing construction of the Thaddeus Substation, the Distribution Provider shall review the Interconnection Customer's construction documents and the Interconnection Customer shall obtain the Distribution Provider's approval of the design, engineering, and layout of the Thaddeus Substation. Such approval shall not be unreasonably withheld. The review and approval process shall be as follows:

- (i) The Distribution Provider shall review the construction documents and respond to the Interconnection Customer within thirty (30) Calendar Days of receipt of the documents, or as otherwise agreed to in writing by the Parties. If the Distribution Provider approves the foregoing documents, such approval shall be set forth in writing within that time; however, if the Distribution Provider concludes the foregoing documents require changes in order to comply with the Distribution Provider's substation standards and specifications or Good Utility Practice, or to ensure that the ensuing facilities and upgrades will be compatible with the Distribution Provider's upgrades, the Distribution Provider will submit a list of required changes within that time. The Interconnection Customer shall have sixty (60) Calendar Days after receipt of the required changes, or as otherwise agreed to in writing by the Parties, to revise the construction documents.
- (ii) If the Interconnection Customer does not change the construction documents to the Distribution Provider's satisfaction within the time allotted, the Distribution Provider shall have the option to take over construction of the Thaddeus Substation at the Interconnection Customer's expense. If the Distribution Provider elects to exercise such option, the GIA will be amended accordingly, subject to FERC's acceptance or approval.
- (iii) If the Distribution Provider exercises its option to take over construction of the Thaddeus Substation, the Interconnection Customer shall be required to provide the Distribution Provider with the easements and/or other real property rights specified in Section 3(b) of this Appendix C, within sixty (60) Calendar Days after the date that the Distribution Provider exercises its option, or as otherwise agreed to in writing by the Parties.
- (e) During construction of the Thaddeus Substation, the Distribution Provider shall have the right to access the Thaddeus Substation to conduct inspections of such facilities. In the event Distribution Provider accesses the construction site, Distribution Provider shall adhere to Good Utility Practice.
- (f) If, at any time during construction and until the transfer of ownership of the facilities and upgrades in accordance with Section 3(i) of this Appendix C, the Distribution Provider determines that the Thaddeus Substation does not meet the Distribution Provider's standards and specifications, the following provisions shall apply:
 - (i) The Distribution Provider shall provide written notification of the deficiencies to the Interconnection Customer within fifteen (15) Calendar Days after such determination. If the Interconnection Customer does not remedy such deficiencies within sixty (60) Calendar Days of receipt of written notification or as otherwise agreed to in writing by the Parties, the Distribution Provider shall have the option to take over construction of the Thaddeus Substation, including the removal of any defective or nonconforming facilities or work and the replacement with acceptable materials or work. Such work performed by the Distribution Provider shall be at the Interconnection Customer's sole expense. If

the Distribution Provider elects to exercise such option, the GIA will be amended accordingly, subject to FERC's acceptance or approval.

- (ii) If the Distribution Provider exercises its option to take over construction of the Thaddeus Substation, the Interconnection Customer shall also be required to provide the Distribution Provider with sole title to the Thaddeus Substation, and with the easements and other real property rights specified in Section 3(b) of this Appendix C within sixty (60) Calendar Days after the Distribution Provider exercises its option to take over construction, or as otherwise agreed to in writing by the Parties. The Distribution Provider may clear title to the foregoing facilities and upgrades. Such work performed by the Distribution Provider shall be at the Interconnection Customer's sole expense.
- (g) The Distribution Provider shall apply, at the Interconnection Customer's sole expense, to obtain any regulatory approvals required to be obtained by the Distribution Provider for the construction, operation and maintenance of the Thaddeus Substation.
- (h) In preparation for transferring ownership, pursuant to Section 3(i) of this Appendix C, of the Thaddeus Substation, the Interconnection Customer shall complete the following provisions:
 - (i) The Interconnection Customer shall obtain manufacturer's standard warranties for substation equipment which are transferable directly to the Distribution Provider pursuant to the terms of Title, Transfer, Assignment and Assumption Agreement specified in Section 3(i)(ix) of this Appendix C.
 - (ii) The Interconnection Customer shall warrant that it holds clear title to the foregoing facilities and upgrades, and that such title is free of any liens, claims, charges, security interests or other encumbrances.
- (i) Transfer of ownership of the Thaddeus Substation shall take place pursuant to the following:
 - (i) The Interconnection Customer shall provide written notice of completion of the Thaddeus Substation ("Notice of Completion") to the Distribution Provider. If the Interconnection Customer does not provide the Notice of Completion by the date set forth in Item 2(h) of Appendix B to the GIA or as otherwise agreed to in writing by the Parties, and if the Distribution Provider provides written confirmation that it has completed construction of the Distribution Provider's Interconnection Facilities for which it is responsible for construction under this Agreement and Distribution Upgrades for interconnection to the Thaddeus Substation, the Interconnection Customer's failure to complete construction shall be treated as a deficiency pursuant to Section 3(f) of this Appendix C, and the procedure set forth in that section shall apply. The sixty (60) day time period set forth in Section 3(f) of this Appendix C shall commence on the date the Interconnection Customer receives the written notice from the Distribution

Provider that the date to construct the foregoing facilities and upgrades has elapsed, and that the Distribution Provider has completed construction of the Distribution Provider's Interconnection Facilities for which it is responsible for construction under this Agreement and Distribution Upgrades for interconnection to the such foregoing facilities and upgrades.

- (ii) Upon receiving the Interconnection Customer's Notice of Completion, the Distribution Provider may request documents and information from the Interconnection Customer in order to establish, to the Distribution Provider's satisfaction, that the Interconnection Customer holds sole title, free of liens, claims, charges, security interests or other encumbrances, to the Thaddeus Substation. The Interconnection Customer shall have fifteen (15) Calendar Days to provide such documents and information, or as otherwise agreed to in writing by the Parties.
- (iii) After receiving the Notice of Completion, the Distribution Provider will perform an inspection and field test to determine whether the Thaddeus Substation meet the Distribution Provider's substation standards and specifications. The inspection and field test shall take place on a mutually agreed date no later than fifteen (15) Calendar Days after the Distribution Provider receives the Interconnection Customer's Notice of Completion. If the Parties are unable to agree upon a date before the fifteen (15) day period expires, the Distribution Provider shall have the right to enter the premises to inspect the premises, and conduct field tests on a date of its choosing within the next fifteen (15) Calendar Days, or as otherwise agreed to in writing by the Parties. The Distribution Provider shall provide the Interconnection Customer with written notice five (5) Calendar Days prior to the inspection and testing should this latter course be taken.
- (iv) If the Distribution Provider is satisfied with the results of the foregoing inspection and field test, the Distribution Provider shall provide written notice of such satisfaction to the Interconnection Customer within fifteen (15) Calendar Days of the completion of the inspection and field test, or as otherwise agreed to in writing by the Parties. The Interconnection Customer shall have seven (7) Calendar Days of receipt of the written notification to vacate the premises and to provide written notification to the Distribution Provider that the premises have been vacated.
- (v) After the Interconnection Customer has vacated the premises, the Distribution Provider shall have the right to perform a second pre-transfer inspection of the premises prior to assuming ownership of the facilities, upgrades and property. Such inspection shall take place within ten (10) Calendar Days after receipt of the Interconnection Customer's notification of vacation of the premises. If the Distribution Provider elects to forego the second pre-transfer inspection, the Distribution Provider shall provide written notice to the Interconnection Customer within ten (10) Calendar Days after receipt of the Interconnection Customer's notification of vacation of the premises.

- (vi) If the Distribution Provider performs the second pre-transfer inspection and is satisfied with the results of such inspection, the Distribution Provider shall provide a second written notice of satisfaction to the Interconnection Customer within the next five (5) Calendar Days of the second pre-transfer inspection.
- (vii) Within seven (7) Calendar Days of the Interconnection Customer's receipt of the written notice of the satisfactory second pre-transfer inspection or written notice to forego such inspection by the Distribution Provider, or as otherwise agreed to in writing by the Parties, the Interconnection Customer shall deliver to the Distribution Provider "as-built" drawings, information, and any other documents that are required by the Distribution Provider to assure that the Thaddeus Substation are built to the standards and specifications required by the Distribution Provider.
- (viii) Within seven (7) Calendar Days of receipt of the Distribution Provider's receipt of the "as-built" drawings and other required information as described in Section 3(i)(vii) of this Appendix C, or as otherwise agreed to in writing by the Parties, the Parties shall complete the transfer of the Thaddeus Substation from the Interconnection Customer to the Distribution Provider.
- (ix) The transfer of the Thaddeus Substation shall be made pursuant to a separate agreement ("Title, Transfer, Assignment and Assumption Agreement"). The Title, Transfer, Assignment and Assumption Agreement shall provide for the transfer of ownership, at no cost to Distribution Provider, of the Thaddeus Substation, including all applicable warranties, from Interconnection Customer to Distribution Provider. The Title, Transfer, Assignment and Assumption Agreement shall also address the transfer of facilities back to the Interconnection Customer in the event of termination of the GIA. The Interconnection Customer is responsible for removing such transferred facilities.
- (x) The Thaddeus Substation shall not be energized until such facilities have been transferred, and the easements and other real property rights specified in Section 3(b) of this Appendix C have been provided, to the Distribution Provider.
- (j) Following the transfer of the Thaddeus Substation to the Distribution Provider, the Distribution Provider shall own, operate and maintain the Thaddeus Substation.
- (k) As soon as reasonably practicable, but within six (6) months after completion of the construction of the Thaddeus Substation, the Interconnection Customer shall provide an invoice of the final cost of the construction of the Thaddeus Substation to the Distribution Provider, which invoice shall set forth such costs in sufficient detail to enable the Distribution Provider to reflect the proper costs of such facilities in this GIA and in its rate base.

Appendix D to GIA

Security Arrangements Details

Infrastructure security of Distribution System and Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Distribution System reliability and operational security. FERC will expect the ISO, all transmission providers, market participants, and interconnection customers interconnected to the Distribution System and Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. 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
Commercial Operation Date

This Appendix E is a part of the GIA between Distribution Provider and Interconnection Customer.

[Date]

Manager, Grid Contract Management
Southern California Edison Company
P. O. Box 800
2244 Walnut Grove Avenue
Rosemead, California 91770

Re: _____ Generating Facility

Dear _____:

On **[Date]** **[Interconnection Customer]** has completed Trial Operation of Unit No. _____. This letter confirms that **[Interconnection Customer]** commenced Commercial Operation of Unit No. ____ at the Generating Facility, effective as of **[Date plus one day]**.

Thank you.

[Signature]

[Interconnection Customer Representative]

Appendix F to GIA

Addresses for Delivery of Notices and Billings

Notices:

(a) General Notices.

Distribution Provider	Interconnection Customer
Southern California Edison Company	Johanna Energy Center, LLC
Attn: Manager, Grid Contract Management	Attn: Mitchell Weinberg
P. O. Box 800 Rosemead, CA 91770	3003 Oak Road, Suite 400 Walnut Creek, CA 94597

(b) Operating Communications and Notifications.

The Distribution Provider and the Interconnection Customer shall provide for operating communications through their respective designated representatives as follows:

The Parties agree to exchange the following information prior to the Initial Synchronization Date of each Electric Generating Unit:

Distribution Provider	Interconnection Customer
Grid Control Center/24 Hour Telephone:	Operator Name and/or Title: Michael Rinehart, Plant Manager
	Control Room Operator 24 Hour Telephone: 661-282-4409
	Operation Center Fax. No.: E-mail: Pastoria.Ops@calpine.com

(c) Operational Matters, Force Majeure, and Outage Notices:

Distribution Provider	Interconnection Customer
Name/Title: Phone:	Name/Title: Edwin Hammond, Operations Manager Phone: 661-282-4411

(d) For Emergencies:

Distribution Provider	Interconnection Customer
Name/Title: Phone:	Name/Title: Michael Rinehart, Plant Manager Phone: 661-282-4409

(e) Billings and Payments:

Distribution Provider	Interconnection Customer
Southern California Edison Company Attn: Accounts Receivable (GCM) P. O. Box 800 Rosemead, CA 91771-0001	Johanna Energy Center, LLC Attn: Mitchell Weinberg 3003 Oak Road, Suite 400 Walnut Creek, CA 94597 With a copy to: Johanna Energy Center, LLC Attn: Anamaria Hernandez, Manager Accounting 717 Texas St. Suite 1000 Houston, TX 77002

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

Distribution Provider	Interconnection Customer
Southern California Edison Company Attn: Manager, Grid Contract Management Phone: (626) 302-9640 Electronic mail: GridContractsManagement@sce.com	Johanna Energy Center, LLC Attn: Assistant General Counsel Phone: 925-557-2283 Fax: 925-479-9608

Appendix G to GIA

Interconnection Customer’s Share of Costs of Network Upgrades for Applicable Project Group

Type	Upgrades	Needed For	Cost factor	Cost Share (\$1000)
[Reliability /Delivery]	None	Not Applicable	■	■
			Total:	■

Note: The amounts shown above are in nominal dollars.

Attachment B 9

SDG&E Sentinel Energy Center Effective Flexible Capacity List – 2021

Calculation Information

These calculations have been made using the following equations for non-hydro resources:

Start-up time greater than 90 minutes

$$\text{EFC} = \text{Minimum of (NQC-Pmin) or (180 min * RRavg)}$$

Start-up time less than 90 minutes

$$\text{EFC} = \text{Minimum of (NQC) or (Pmin + (180 min - SUT) * RRavg)}$$

Where:

EFC: Effective Flexible Capacity

NQC: Net Qualifying Capacity

SUT: Start up Time

RRavg: Average Ramp Rate

Hydro calculations are similar to those detailed above, however qualifications have been
EFCs QF resources is calculated as the the lesser of the resource's NQC or PMax minus
MSG resource EFCs have been adjusted to account for resource inflexibility through
In determining what resources make the final EFC list, the ISO will require a resource to
The source data for these calculation is the ISO masterfile
All categories and effective flexible capacity calculations provided in this sheet are draft

Attachment B 10

SDG&E Sentinel Energy Center Net Qualifying Capacity List – 2021

Header Name	Information Description	Value Description
Version		8/24/2021
Resource ID	ISO Resource ID	Text
Generator Name	Generator Name	Text
Local Area	Resource Local Capacity Area	Bay Area, Big Creek-Ventura, CAISO System, Fresno, Humboldt, Kern, LA Basin, NCNB, SanDiego-IV, Sierra, Stockton
Jan	January NQC Value	Two decimal number
Feb	February NQC Value	Two decimal number
Mar	March NQC Value	Two decimal number
Apr	April NQC Value	Two decimal number
May	May NQC Value	Two decimal number
Jun	June NQC Value	Two decimal number
Jul	July NQC Value	Two decimal number
Aug	August NQC Value	Two decimal number
Sep	September NQC Value	Two decimal number
Oct	October NQC Value	Two decimal number
Nov	November NQC Value	Two decimal number
Dec	December NQC Value	Two decimal number
Dispatchability	Resource Designated as Dispatchable in Masterfile	Y, N
Path 26	Resource Path 26 Designation	North, South
Deliverability	Resource Deliverability Status	Full Capacity (FC), Energy Only (EO), Interim Deliverability to % of capacity (ID to #%), Partial Deliverability to Value (PD to ##)
Comment	Additional comments from ISO staff	Text

Resource ID	Local Area	Generator Name	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Dispatchable	Path	Designation	Deliverabili	Deliverabili	Comments
SENTNL_2_CTG1	LA Basin	Sentinel Unit 1	103.76	103.76	103.76	103.76	107.68	107.68	107.68	107.68	107.68	107.68	107.68	107.68	Y	South		FC		
SENTNL_2_CTG2	LA Basin	Sentinel Unit 2	95.34	95.34	95.34	95.34	102.5	102.5	102.5	102.5	102.5	102.5	102.5	102.5	Y	South		FC		
SENTNL_2_CTG3	LA Basin	Sentinel Unit 3	96.85	96.85	96.85	96.85	105.69	105.69	105.69	105.69	105.69	105.69	105.69	105.69	Y	South		FC		
SENTNL_2_CTG4	LA Basin	Sentinel Unit 4	102.47	102.47	102.47	106.55	106.55	106.55	106.55	106.55	106.55	106.55	106.55	106.55	Y	South		FC		
SENTNL_2_CTG5	LA Basin	Sentinel Unit 5	103.81	103.81	103.81	103.81	107.52	107.52	107.52	107.52	107.52	107.52	107.52	107.52	Y	South		FC		
SENTNL_2_CTG6	LA Basin	Sentinel Unit 6	100.99	100.99	100.99	105	105	105	105	105	105	105	105	105	Y	South		FC		
SENTNL_2_CTG7	LA Basin	Sentinel Unit 7	97.06	97.06	97.06	106.73	106.73	106.73	106.73	106.73	106.73	106.73	106.73	106.73	Y	South		FC		
SENTNL_2_CTG8	LA Basin	Sentinel Unit 8	101.8	101.8	101.8	106.85	106.85	106.85	106.85	106.85	106.85	106.85	106.85	106.85	Y	South		FC		

Resources on this tab have not yet declared COD. NQC values for resources listed on this tab are not final

Resource ID	Area Name	Generator Name
ALMASL_2_GS1SR1	CAISO System	Almasol Generation Station 1
ALMASL_2_GS4SR4	CAISO System	Almasol Generation Station 4
BLKCRK_2_GMCBT1	CAISO system	Genesis McCoy Energy Storage
CABALO_2_M2WSR2	Fresno	Mustang 2 Whirlaway Solar
CONTRL_1_CASAD2	CAISO System	Mammoth Lakes G2
DRACKR_2_DSUBT2	CAISO system	Dracker Solar Unit 2 BESS
DRACKR_2_DSUBT3	CAISO system	Dracker Solar Unit 3 BESS
DSRTHV_2_DH1SR1	CAISO System	Desert Harvest
DSRTHV_2_DH2BT1	CAISO System	Desert Harvest BESS
DSRTHV_2_DH2SR2	CAISO System	Desert Harvest 2
ESNHWR_2_WC1BT1	LA Basin	Wildcat I Energy Storage
GATEWY_2_GESBT1	San Diego-IV	Gateway Energy Storage
JAVASR_1_JAVSR1	Fresno	Java Solar
JOHANN_2_JOSBT1	LA Basin	Johanna Storage 1
JOHANN_2_JOSBT2	LA Basin	Johanna Storage 2
LNCSTR_6_SOLAR2	Big Creek-Ventura	SEPV Sierra
LTBEAR_1_LB3SR3	Fresno	Little Bear Solar 3
LTBEAR_1_LB3SR4	Fresno	Little Bear Solar 4
LTBEAR_1_LB3SR5	Fresno	Little Bear Solar 5
LTBERA_1_LB1SR1	Fresno	Little Bear Solar 1
MOORPK_2_ACOBT1	Big Creek-Ventura	Acorn I Energy Storage
RTEDDY_2_SC1SR3	CAISO System	Rosamont West Solar Clean
RTEDDY_2_SEBSR3	CAISO System	Rosamont West East Bay 3
RTEDDY_2_SEBSR4	CAISO System	Rosamont West East Bay 4
RTEDDY_2_SPASR4	CAISO System	Rosamont West Solar Palo Alto
RTEDDY_2_SRXSR4	CAISO System	Rosamont West Solar Rosie X
SONOMA_1_PN5SR1	NCNB	Pond 5
TBD	CAISO System	NEE Blythe Solar Unit 2
TBD	Fresno	2275 Hattesen
TBD	CAISO System	Maricopa West Solar 2
TBD	CAISO System	SR Solis Oro Loma Teresina Solar Project A
TBD	CAISO System	SR Solis Oro Loma Teresina Solar Project B
TBD	CAISO System	2245 Gentry
TBD	CAISO System	Eagle Solar
TBD	CAISO System	Golden Hills Storage
TBD	CAISO System	RE Gaskell West 3
TBD	CAISO System	RE Gaskell West 4
TBD	CAISO System	RE Gaskell West 5
TBD	Fresno	Van Der Kooi Dairy Digester
TBD	Fresno	Verwey-Hanford Dairy Digester Genset #2
TBD	Fresno	Verwey-Hanford Dairy Digester III
TBD	Fresno	Verwey Madera Dairy Digester Genset #2
TBD	NCNB	Napa Recycling Biomass Plant
TBD	Fresno	David Tevelde Dairy Digester

TBD	CAISO System	Dracker Solar Unit 4
TBD	CAISO System	Avalon Dairy Digester
TBD	Fresno	Chowchilla Dairy Power
TBD	Fresno	RuAnn Dairy Digester
TBD	Sierra	Lisa Boone Harris
TBD	Fresno	Lone Oak Dairy Digester
TBD	Fresno	WCW Generator 1
TBD		Blue Mountain Electric Company
TBD	Bay Area	Hummingbird Energy Storage
TBD	Bay Area	Elkhorn Energy Storage
TBD	LA Basin	Organic Energy Solutions
TBD	Big Creek-Ventura	Antelope DSR 3
TBD	Big Creek-Ventura	Santa Barbara County Public Works Department
TBD	CAISO System	Avalon Hybrid
TBD	CAISO System	CalCity Solar I
TBD	LA Basin	Stanton Energy Reliability Center, LLC
TBD	LA Basin	Stanton Energy Reliability Center, LLC
TBD		AltaGas Power Holdings (U.S.) Inc.
TBD		The Procter & Gamble Paper Products Company
TBD	CAISO System	Victorville Energy Center
TBD	CAISO System	Strauss Wind Energy
TBD	Fresno	American Kings Solar
TBD	Fresno	Slate
TBD	Fresno	Slate 2
TBD	Fresno	Slate 3
TBD	CAISO System	Sun Streams Solar 2
TBD	San Diego-IV	Valley Center Renewable
TBD	CAISO System	Aquamarine Westside
TBD	CAISO System	Maverick 6 (Almasol Generating Station 6)
TBD	CAISO System	Maverick 7 (Almasol Generation Station 7)
TBD	CAISO System	Maverick 8 (Almasol Generation Station 8)
TBD	Big Creek-Ventura	Luna
TBD	CAISO System	Sanborn
TBD	CAISO System	High Desert
TBD	CAISO system	Cal Flats BESS
TBD	Bay Area	Black Diamond Energy Storage
TBD	Bay Area	SunRun -Bay Area LIP
TBD	Fresno	SunRun - Fresno LIP
TBD	NCNB	SunRun -NCNB LIP
TBD	Sierra	SunRun -Sierra LIP
TBD	Stockton	SunRun -Stockton LIP
TBD	CAISO System	SunRun - PGE System LIP
TBD	LA Basin	SunRun - LA Basin LIP
TBD	Big Creek-Ventura	SunRun - BCV LIP
TBD	CAISO System	SunRun - SCE System LIP
TBD	San Diego-IV	SunRun - San Diego-IV LIP
TBD	Bay Area	Leapfrog -Bay Area LIP

TBD	Fresno	Leapfrog - Fresno LIP
TBD	NCNB	Leapfrog -NCNB LIP
TBD	Sierra	Leapfrog -Sierra LIP
TBD	Stockton	Leapfrog -Stockton LIP
TBD	CAISO System	Leapfrog - PGE System LIP
TBD	Humboldt	Leapfrog - Humboldt LIP
TBD	Kern	Leapfrog - Kern LIP
TBD	LA Basin	Leapfrog - LA Basin LIP
TBD	Big Creek-Ventura	Leapfrog - BCV LIP
TBD	CAISO System	Leapfrog - SCE System LIP
TBD	San Diego-IV	Leapfrog - San Diego-IV LIP
TBD	San Diego-IV	OhmConnect - San Diego-IV LIP
TBD	Bay Area	OhmConnect -Bay Area LIP
TBD	Fresno	OhmConnect - Fresno LIP
TBD	NCNB	OhmConnect -NCNB LIP
TBD	Sierra	OhmConnect -Sierra LIP
TBD	Stockton	OhmConnect -Stockton LIP
TBD	CAISO System	OhmConnect - PGE System LIP
TBD	Humboldt	OhmConnect - Humboldt LIP
TBD	Kern	OhmConnect - Kern LIP
TBD	LA Basin	OhmConnect - LA Basin LIP
TBD	Big Creek-Ventura	OhmConnect - BCV LIP
TBD	CAISO System	OhmConnect - SCE System LIP
TBD	CAISO System	Cpower - PGE System DRAM
TBD	CAISO System	Enel X - PGE System DRAM
TBD	CAISO System	Leapfrog - PGE System DRAM
TBD	CAISO System	OhmConnect - PGE System DRAM
TBD	CAISO System	Stem - PGE System DRAM
TBD	CAISO System	Voltus - PGE System DRAM
TBD	CAISO System	Leapfrog - SDGE DRAM
TBD	San Diego-IV	OhmConnect - San Diego-IV DRAM
TBD	CAISO System	Enerwise - SCE System DRAM
TBD	CAISO System	Leapfrog - SCE System DRAM
TBD	CAISO System	OhmConnect- SCE System DRAM
TBD	CAISO System	Voltus - SCE System DRAM
TBD	Bay Area	Dallas Energy Storage 4
VISTRA_5_DALBT1	Bay Area	Dallas Energy Storage
VISTRA_5_DALBT2	Bay Area	Dallas Energy Storage 2
VISTRA_5_DALBT3	Bay Area	Dallas Energy Storage 3
TBD	LA Basin	Orange County Energy Storage 1 LLC
TBD	LA Basin	Orange County Energy Storage 2 LLC
TBD	LA Basin	Orange County Energy Storage 3 LLC
JOHANN_2_JOSBT1	LA Basin	Hecate Energy Johanna Facility LLC
JOHANN_2_JOSBT2	LA Basin	Hecate Energy Johanna Facility LLC
TBD	Big Creek-Ventura	Silverstrand Grid, LLC
GOLETA_2_VALBT1	Big Creek-Ventura	Orni 34 LLC
TBD	Big Creek-Ventura	Strata Saticoy, LLC

TBD
TBD
TBD

Fresno
CAISO System
CAISO System

SP Tranquillity Solar Storage, LLC
SP Garland Solar Storage, LLC
Edwards Sanborn Storage I, LLC

-	-	-	-	-	-	-	-	-	-	-
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	182.50	182.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
-	-	-	-	-	-	-	-	-	-	-
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
-	-	-	-	-	-	-	-	-	-	-
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
0	0	0	0	0	0	0	0	0	0	0
-	-	-	-	-	-	-	-	-	-	-
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-
0	0	0	0	0	0	0	60	60	60	60
-	-	-	-	-	-	-	-	-	-	-
0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70
0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59
0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17
1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10
20.59	20.91	21.03	21.78	23.01	25.04	25.57	25.27	25.51	23.26	21.19

	- South	FC
0.00	North	EO
0.00	North	EO
0.00	North	EO
0.00	North	EO
0.00	North	EO
0.00	North	EO
	-	
	- North	ID to 100%
182.50	North	ID to 100%
0.00	South	EO
	- South	FC
0.00	South	EO
	- South	FC
0.00	South	EO
	- South	FC
	- South	FC
	-	
	-	
0.00	South	EO
	- North	FC
	- North	FC
	- North	ID to 100%
	- North	ID to 100%
	- North	ID to 100%
	- South	ID to 100%
0	South	ID to 0%
	- North	ID to 100%
0	South	ID to 0%
0	South	ID to 0%
0	South	ID to 0%
	- South	ID to 100%
	- South	ID to 100%
	- South	FC
60	North	FC
	- North	ID to 100%
0.70	North	FC
0.10	North	FC
0.20	North	FC
0.13	North	FC
0.10	North	FC
0.30	North	FC
0.80	South	FC
0.59	South	FC
0.17	South	FC
1.10	South	FC
20.94	North	FC

8.64 North	FC
1.88 North	FC
1.24 North	FC
1.18 North	FC
4.88 North	FC
0.62 North	FC
0.62 North	FC
21.55 South	FC
6.55 South	FC
2.43 South	FC
6.06 South	FC
3.77 South	FC
7.97 North	FC
2.59 North	FC
1.38 North	FC
2.30 North	FC
0.95 North	FC
3.20 North	FC
0.24 North	FC
0.95 North	FC
4.88 South	FC
1.76 South	FC
0.41 South	FC
0.00 North	FC
1.75 North	FC
12.00 North	FC
7.65 North	FC
5.70 North	FC
18.00 North	FC
12.00 South	FC
2.50 South	FC
0.00 South	FC
38.00 South	FC
2.28 South	FC
22.25 South	FC
100.00 North	ID to 100%
100.00 North	ID to 100%
100.00 North	ID to 100%
100.00 North	ID to 100%
- South	FC
- South	FC
- South	FC
- South	FC
- South	FC
- South	ID to 100%
- South	FC
- South	ID to 100%

0.00 North EO
- South FC
0.00 South ID to 0%

Comment

Waiting for WOD upgrade

Waiting for WOD upgrade

BLKCRK_2_SOLAR1 will become EO when BESS becomes FC. BLKCRK_2_SOLAR1 monthly values already pre-adjust

C7: Waiting for Bellota-Warnerville 230 kV reconductoring and possibly other

QF conversion from CONTRL_1_QF; Anticipated Pmax=15.

DRACKR_2_SOLAR2 will become EO when BESS becomes FC. DRACKR_2_SOLAR2 monthly values already pre

DRACKR_2_DS3SR3 will become EO when BESS becomes FC. DRACKR_2_DS3SR3 monthly values already pre

Waiting for WOD upgrade, Red Bluff 500/230kV bank No. 2 and ELM upgrade.

Waiting for WOD upgrade, Red Bluff 500/230kV bank No. 2 and ELM upgrade.

Waiting for WOD upgrade, Red Bluff 500/230kV bank No. 2 and ELM upgrade.

Waiting for WOD upgrades and Mesa loop-in upgrade

C8: Waiting for: Remedial Action Scheme

C6: Waiting for Bellota-Warnerville 230 kV reconductoring and possibly other

Hybrid - However Solar is FCDS and BESS is EO

C7: Waiting for Bellota-Warnerville 230 kV reconductoring, Wilson - Le Grand 115 kV line reconductoring and poss

C8: Waiting for Bellota-Warnerville 230 kV reconductoring, Wilson - Le Grand 115 kV line reconductoring and poss

C8: Waiting for Bellota-Warnerville 230 kV reconductoring, Wilson - Le Grand 115 kV line reconductoring and poss

C7: Waiting for Bellota-Warnerville 230 kV reconductoring, Wilson - Le Grand 115 kV line reconductoring and poss

Waiting for Moorpark - Pardee 220 kV No. 4

Deliverability status could be EO, PC or FC depending on deliverability assignment among units 2, 3 and 4.

Unknown resource ID, Queue and/ or WDAT number

C11: Waiting for RNUs and DNUs per LGIA.

C10: Waiting for RNUs and DNUs per LGIA.

Unknown resource ID, Queue and/ or WDAT number

Unknown resource ID, Queue and/ or WDAT number

C8: Waiting for Bellota-Warnerville 230 kV reconductoring and possibly other (PV: 50.50 MW, ESS: 0.00 MW)

Hybrid - C8: Waiting for Bellota-Warnerville 230 kV reconductoring and possibly other (PV: 93.00 MW, ESS: 46.50 MW)

Hybrid - C8: Waiting for Bellota-Warnerville 230 kV reconductoring and possibly other (PV: 67.50 MW, ESS: 33.75 MW)

Waiting for Desert Area upgrades.

Not included in the 2021 NQC study due to COD.

C8: Waiting for RNUs and DNUs per LGIA.

Hybrid - Waiting for WOD upgrade; Not included in the 2021 NQC study due to COD.

Hybrid - Waiting for WOD upgrade; Not included in the 2021 NQC study due to COD.

Hybrid - Waiting for WOD upgrade; Not included in the 2021 NQC study due to COD.

Waiting for Tehachapi cRAS

Waiting for Tehachapi cRAS

HIDSRT_2_UNITS will be reduced in order for this resource to be FC (limited to 850 MW total). HIDSRT_2_UNITS maximum value will be reduced to 850 MW. CALFTN_2_SOLAR will become PCDS to 82% when BESS becomes FC. CALFTN_2_SOLAR monthly values already provided.

C8: Waiting for RNU and DNU per LGIA

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Year 2021 deliverability already allocated to TRNQLT_2_SOLAR and cannot be reduced per ISO Tariff.

Not included in the 2021 NQC study due to COD.

2021 ELCC Values and Technology Factors

Non-Dispatchable Solar, Wind, Biomass, Cogeneration, Geothermal, and Hydro Technology Factors for Compliance Year 2021

Solar PV and Solar Thermal

Month	CY 2021 Solar ELCC
1	4.0%
2	3.0%
3	18.0%
4	15.0%
5	16.0%
6	31.0%
7	39.0%
8	27.0%
9	14.0%
10	2.0%
11	2.0%
12	0.0%

Wind

Month	CY 2021 Wind ELCC
1	14.0%
2	12.0%
3	28.0%
4	25.0%
5	25.0%
6	33.0%
7	23.0%
8	21.0%
9	15.0%
10	8.0%
11	12.0%
12	13.0%

Biomass

Month	2017	2018	2019	Average
1	81%	91%	93%	88%
2	92%	89%	92%	91%
3	88%	86%	93%	89%
4	80%	85%	90%	85%
5	91%	88%	91%	90%
6	94%	91%	95%	93%

7	89%	92%	94%	92%
8	97%	93%	93%	94%
9	93%	95%	94%	94%
10	86%	88%	89%	87%
11	90%	88%	92%	90%
12	91%	92%	93%	92%

Cogeneration				
Month	2017	2018	2019	Average
1	77%	83%	88%	83%
2	83%	74%	86%	81%
3	75%	75%	87%	79%
4	64%	69%	88%	74%
5	77%	80%	82%	80%
6	88%	88%	87%	88%
7	86%	81%	87%	84%
8	83%	89%	88%	87%
9	85%	79%	86%	83%
10	70%	72%	83%	75%
11	83%	75%	91%	83%
12	86%	88%	90%	88%

Geothermal				
Month	2017	2018	2019	Average
1	97%	94%	98%	96%
2	93%	94%	98%	95%
3	85%	90%	95%	90%
4	87%	63%	88%	79%
5	80%	71%	95%	82%
6	70%	74%	91%	78%
7	84%	91%	94%	90%
8	75%	95%	95%	88%
9	78%	93%	91%	87%
10	82%	91%	88%	87%
11	93%	95%	97%	95%
12	94%	98%	99%	97%

Hydro				
Month	2017	2018	2019	Average
1	57%	62%	61%	60%
2	67%	65%	63%	65%
3	83%	67%	83%	78%
4	77%	72%	78%	75%
5	63%	73%	73%	70%

6	77%	72%	68%	72%
7	80%	74%	81%	79%
8	72%	70%	73%	72%
9	72%	77%	70%	73%
10	64%	70%	69%	68%
11	60%	56%	62%	59%
12	75%	59%	67%	67%

Please refer any questions regarding these tables to:
Simone Brant, CPUC, 415-703-5239, simone.brant@cpuc.ca.gov

Attachment B 11

SDG&E Vista Energy Storage Net Qualifying Capacity List – 2021 8-23-2021

Header Name	Information Description	Value Description
Version		8/22/2021
Resource ID	ISO Resource ID	Text
Generator Name	Generator Name	Text
Local Area	Resource Local Capacity Area	Bay Area, Big Creek-Ventura, CAISO System, Fresno, Humboldt, Kern, LA Basin, NCNB, SanDiego-IV, Sierra, Stockton
Jan	January NQC Value	Two decimal number
Feb	February NQC Value	Two decimal number
Mar	March NQC Value	Two decimal number
Apr	April NQC Value	Two decimal number
May	May NQC Value	Two decimal number
Jun	June NQC Value	Two decimal number
Jul	July NQC Value	Two decimal number
Aug	August NQC Value	Two decimal number
Sep	September NQC Value	Two decimal number
Oct	October NQC Value	Two decimal number
Nov	November NQC Value	Two decimal number
Dec	December NQC Value	Two decimal number
Dispatchability	Resource Designated as Dispatchable in Masterfile	Y, N
Path 26	Resource Path 26 Designation	North, South
Deliverability	Resource Deliverability Status	Full Capacity (FC), Energy Only (EO), Interim Deliverability to % of capacity (ID to #%), Partial Deliverability to Value (PD to ##)
Comment	Additional comments from ISO staff	Text

Resource ID	Local Area	Generator Name	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
7STDRD_1_SOLAR1	Kern	Shafter Solar	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
ACACIA_6_SOLAR	Big Creek-Ventura	West Antelope Solar	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
ADERA_1_SOLAR1	Fresno	Adera Solar	0	0	0	0	0	0	0	0	0
ADLIN_1_UNITS	NCNB	GEYSERS AIDLIN A	16	16	16	16	16	16	16	16	16
ADMEST_6_SOLAR	Fresno	Adams East	0	0	0	0	0	0	0	0	0
ADOBEE_1_SOLAR	Kern	Adobe Solar	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
AGRICO_6_PL3N5	Fresno	Fresno Peaker	22.69	22.69	22.69	22.69	22.69	22.69	22.69	22.69	22.69
AGRICO_7_UNIT	Fresno	Fresno Cogen	50.6	50.6	50.6	50.6	50.6	50.6	50.6	50.6	50.6
AGUCAL_5_SOLAR1	CAISO System	Agua Caliente Solar	0	0	0	0	0	0	0	0	0
AKINGS_6_AMESR1	Fresno	American Kings Solar	4.92	3.69	22.14	18.45	19.68	38.13	47.97	33.21	17.22
ALAMIT_2_PL1X3	LA Basin	Alamitos Energy Cenl	674.7	674.7	674.7	674.7	674.7	674.7	674.7	674.7	674.7
ALAMIT_7_ES1	LA Basin	Alamitos Energy Stor	100	100	100	100	100	100	100	100	100
ALAMIT_7_UNIT 3	LA Basin	ALAMITOS GEN STA	321.4	321.4	321.4	321.4	321.4	321.4	321.4	326.76	326.76
ALAMIT_7_UNIT 4	LA Basin	ALAMITOS GEN STA	335.67	335.67	335.67	335.67	335.67	335.67	335.67	335.67	335.67
ALAMIT_7_UNIT 5	LA Basin	ALAMITOS GEN STA	480	480	480	480	480	480	480	480	480
ALAMO_6_UNIT	Big Creek-Ventura	ALAMO POWER PLA	3.38	6.25	9.82	11.37	14	14	14	14	12.56
ALLGNY_6_HYDRO1	Sierra	Salmon Creek Hydroe	0.31	0.42	0.47	0.51	0.47	0.37	0.21	0.06	0
ALMASL_2_GS1SR1	CAISO System	Almasol Generating S	5	3.75	22.5	18.75	20	38.75	48.75	33.75	17.5
ALMASL_2_GS4SR4	CAISO System	Almasol Generating S	4	3	18	15	16	31	39	27	14
ALMEGT_1_UNIT 1	Bay Area	ALAMEDA GT UNIT 1	23.4	23.4	23.4	23.4	23.4	23.4	23.4	23.4	23.4
ALMEGT_1_UNIT 2	Bay Area	ALAMEDA GT UNIT 2	23.5	23.5	23.5	23.5	23.5	23.5	23.5	23.5	23.5
ALPSLR_1_NTHSLR	CAISO System	Alpaugh North, LLC	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
ALPSLR_1_SPSSLR	CAISO System	Alpaugh 50 LLC	2	1.5	9	7.5	8	15.5	19.5	13.5	7
ALT6DN_2_WIND7	CAISO System	Pinyon Pines 1	23.52	20.16	47.04	42	42	55.44	38.64	35.28	25.2
ALT6DS_2_WIND9	CAISO System	Pinyon Pines 2	18.48	15.84	36.96	33	33	43.56	30.36	27.72	19.8
ALTA3A_2_CPC4	CAISO System	Alta Wind 4	14.28	12.24	28.56	25.5	25.5	33.66	23.46	21.42	15.3
ALTA3A_2_CPC5	CAISO System	Alta Wind 5	23.52	20.16	47.04	42	42	55.44	38.64	35.28	25.2
ALTA3A_2_CPC6	CAISO System	Alta Wind 6	21	18	42	37.5	37.5	49.5	34.5	31.5	22.5
ALTA4A_2_CPCW1	CAISO System	Alta Wind 1	21	18	42	37.5	37.5	49.5	34.5	31.5	22.5
ALTA4B_2_CPCW2	CAISO System	Alta Wind 2	21	18	42	37.5	37.5	49.5	34.5	31.5	22.5
ALTA4B_2_CPCW3	CAISO System	Alta Wind 3	21	18	42	37.5	37.5	49.5	34.5	31.5	22.5
ALTA4B_2_CPCW6	CAISO System	Mustang Hills	21	18	42	37.5	37.5	49.5	34.5	31.5	22.5
ALTA6B_2_WIND11	CAISO System	Alta Wind 11	12.6	10.8	25.2	22.5	22.5	29.7	20.7	18.9	13.5
ALTA6E_2_WIND10	CAISO System	Alta Wind 10	19.32	16.56	38.64	34.5	34.5	45.54	31.74	28.98	20.7
ALTWD_1_QF	LA Basin	Altwind	4.04	3.46	8.08	7.21	7.21	9.52	6.63	6.06	4.33
ALTWD_2_AT3WD3	LA Basin	Altech 3							2.25	2.06	1.47
ALTWD_2_COAWD1	LA Basin	Coachella 1					12.6	16.63	11.59	10.58	7.56
ANAHM_2_CANYN1	LA Basin	CANYON POWER PL	49.4	49.4	49.4	49.4	49.4	49.4	49.4	49.4	49.4
ANAHM_2_CANYN2	LA Basin	CANYON POWER PL	48	48	48	48	48	48	48	48	48
ANAHM_2_CANYN3	LA Basin	CANYON POWER PL	48	48	48	48	48	48	48	48	48
ANAHM_2_CANYN4	LA Basin	CANYON POWER PL	49.4	49.4	49.4	49.4	49.4	49.4	49.4	49.4	49.4
ANTLPE_2_QF	CAISO System	ANTELOPE QFS	0.56	0.48	1.12	1	1	1.32	0.92	0.84	0.6
APLHIL_1_SLABCK	Sierra	SLAB CREEK HYDRI	0	0	0	0	0	0	0	0	0
ARBWD_6_QF	CAISO System	Wind Resource II	2.79	2.39	5.59	4.99	4.99	6.58	4.59	4.19	2.99
ARCOGN_2_UNITS	LA Basin	WATSON COGENER	242.47	285.41	271.23	256.19	271.25	260.4	257.39	257.16	305
ARVINN_6_ORION1	CAISO System	Orion 1 Solar	0.48	0.36	2.16	1.8	1.92	3.72	4.68	3.24	1.68
ARVINN_6_ORION2	CAISO System	Orion 2 Solar	0.32	0.24	1.44	1.2	1.28	2.48	3.12	2.16	1.12
ASTORA_2_SOLAR1	CAISO System	Astoria 1	4	3	18	15	16	31	39	27	14
ASTORA_2_SOLAR2	CAISO System	Astoria 2	3	2.25	13.5	11.25	12	23.25	29.25	20.25	10.5
ATWEL2_1_SOLAR1	CAISO System	Atwell West	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
ATWELL_1_SOLAR	CAISO System	Atwell Island PV Sola	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
AVENAL_6_AVPARK	Fresno	Avenal Park Solar Prc	0.24	0.18	1.08	0.9	0.96	1.86	2.34	1.62	0.84
AVENAL_6_AVSLR1	Fresno	Avenal Solar 1	0	0	0	0	0	0	0	0	0
AVENAL_6_AVSLR2	Fresno	Avenal Solar 2	0	0	0	0	0	0	0	0	0
AVENAL_6_SANDDG	Fresno	Sand Drag Solar Proj	0.64	0.48	2.86	2.38	2.54	4.92	6.19	4.29	2.22
AVENAL_6_SUNCTY	Fresno	Sun City Solar Projc	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
AVSOLR_2_SOLAR	CAISO System	AV SOLAR RANCH 1	9.66	7.25	43.47	36.23	38.64	74.87	94.19	65.21	33.81
BALCHS_7_UNIT 1	Fresno	BALCH 1 PH UNIT 1	24.8	25.44	25.44	24.8	24.8	25.6	31	31	31
BALCHS_7_UNIT 2	Fresno	BALCH 2 PH UNIT 2	42	42	0	42	42	52.5	52.5	52.5	52.5
BALCHS_7_UNIT 3	Fresno	BALCH 2 PH UNIT 3	43.68	0	0	43.68	43.68	54.18	54.18	54.18	54.18
BANGOR_6_HYDRO	Sierra	Virginia Ranch Dam F	0.17	0.5	0.77	0.83	0.5	0.54	0.64	0.47	0.36
BANKPP_2_NSPIN	Bay Area	BANKPP_2_NSPIN	127	127	127	127	127	127	127	127	127
BARRE_2_QF	LA Basin	BARRE QFS	0	0	0	0	0	0	0	0	0
BARRE_6_PEAKER	LA Basin	Barre Peaker	47	47	47	47	47	47	47	47	47
BASICE_2_UNITS	CAISO System	King City Cogen	120	120	120	120	120	120	120	120	120
BDGRCK_1_UNITS	Kern	BADGER CREEK LIM	46.7	45.9	45	45.6	43.7	43.2	43.4	43	42.3
BEARDS_7_UNIT 1	Stockton	Beardsley Hydro	4.06	2.82	4.4	8.54	9.08	9.14	9.18	8.34	4.36
BEARMT_1_UNIT	Kern	Bear Mountain Limite	46.7	47.7	47.7	45.6	46.3	47	46	45	45.8
BELDEN_7_UNIT 1	Sierra	BELDEN HYDRO	44.8	2.4	0	0	3.2	35.2	85.2	90.4	81.4
BGSKYN_2_AS2SR1	Big Creek-Ventura	Antelope Solar 2	4.2	3.15	18.9	15.75	16.8	32.55	40.95	28.35	14.7
BGSKYN_2_AS2SR2	Big Creek-Ventura	Antelope Solar 2 San	4	3	18	15	16	31	39	27	14
BGSKYN_2_ASSR3A	Big Creek-Ventura	Antelope Solar 3A							5.85	4.05	2.1
BGSKYN_2_ASSR3B	Big Creek-Ventura	Antelope Solar 3B							1.95	1.35	0.7
BGSKYN_2_BS3SR3	Big Creek-Ventura	Big Sky Solar 3	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
BIGCRK_2_EXESWD	Big Creek-Ventura	BIG CREEK HYDRO	455	472.04	437.8	628	614.92	732.04	700.56	700	708
BIGCRK_7_DAM7	Big Creek-Ventura	DAM 7 AT BIG CREE	0	0	0	0	0	0	0	0	0
BIGCRK_7_MAMRES	Big Creek-Ventura	MAMMOTH POOL RI	0	0	0	0	0	0	0	0	0
BIGSKY_2_BSKSR6	Big Creek-Ventura	Big Sky Solar 6	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
BIGSKY_2_BSKSR7	Big Creek-Ventura	Big Sky Solar 7	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
BIGSKY_2_BSKSR8	Big Creek-Ventura	Big Sky Solar 8	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
BIGSKY_2_SOLAR1	Big Creek-Ventura	Antelope Big Sky Rar	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
BIGSKY_2_SOLAR2	Big Creek-Ventura	Big Sky Solar 4	14.35	19.37	25.65	32.53	34.71	36.67	36.19	34.81	32.76
BIGSKY_2_SOLAR3	Big Creek-Ventura	Big Sky Summer	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
BIGSKY_2_SOLAR4	Big Creek-Ventura	Western Antelope Blu	6.7	8.7	13.33	16.51	17.39	18.42	18.13	17.26	16.34
BIGSKY_2_SOLAR5	Big Creek-Ventura	Big Sky Solar 2	0.2	0.15	0.9	0.75	0.8	1.55	1.95	1.35	0.7
BIGSKY_2_SOLAR6	Big Creek-Ventura	Solverde 1	3.4	2.55	15.3	12.75	13.6	26.35	33.15	22.95	11.9
BIGSKY_2_SOLAR7	Big Creek-Ventura	Big Sky Solar 1	2	1.5	9	7.5	8	15.5	19.5	13.5	7
BIOMAS_1_UNIT 1	Sierra	WOODLAND BIOMA:	22.41	22.41	24.06	22.89	17	23.2	24.11	23.93	22.88
BISHOP_1_ALAMO	CAISO System	BISHOP CREEK PLA	3.65	4.5	6.25	8.9	10.65	11.06	11.59	11.49	8.67
BISHOP_1_UNITS	CAISO System	BISHOP CREEK PLA	4.53	4.65	4.49	8.81	11.96	14.33	14.48	14.62	10.69
BKRFLD_2_SOLAR1	Kern	Bakersfield 111	0.06	0.04	0.25	0.21	0.22	0.43	0.54	0.37	0.19
BLACK_7_UNIT 1	CAISO System	JAMES B. BLACK 1	84	84	84	81.62	84	84.6	84.4	84.4	83.6

OCT	NOV	DEC	Dispatchable	Path Designatic	Deliverabili	Deliverabilit	Comments
0.4	0.4	0	N	North	FC		
0.4	0.4	0	N	South	FC		
0	0	0	N	North	EO		
16	16	16	Y	North	FC		
0	0	0	N	North	EO		
0.4	0.4	0	N	North	FC		
22.69	22.69	22.69	Y	North	FC		
50.6	50.6	50.6	Y	North	FC		
0	0	0	N	South	EO		
2.46	2.46	0	N	North	FC		
674.7	674.7	674.7	Y	South	FC		
100	100	100	Y	South	FC		
326.76	326.76	326.76	Y	South	FC		
335.67	335.67	335.67	Y	South	FC		
480	480	480	Y	South	FC		
8.26	2.5	1.31	Y	South	FC		
0	0.1	0.18	N	North	FC		
2.5	2.5	0	N	South	ID	100%	
2	2	0	N	South	ID	100%	
23.4	23.4	23.4	Y	North	FC		
23.5	23.5	23.5	Y	North	FC		
0.4	0.4	0	N	North	FC		
1	1	0	N	North	FC		
13.44	20.16	21.84	N	South	FC		
10.56	15.84	17.16	N	South	FC		
8.16	12.24	13.26	N	South	FC		
13.44	20.16	21.84	N	South	FC		
12	18	19.5	N	South	FC		
12	18	19.5	N	South	FC		
12	18	19.5	N	South	FC		
12	18	19.5	N	South	FC		
12	18	19.5	N	South	FC		
7.2	10.8	11.7	N	South	FC		
11.04	16.56	17.94	N	South	FC		
2.31	3.46	3.75	N	South	FC		
0.78	1.18	1.27	N	South	FC		
4.03	6.05	6.55	N	South	FC		
49.4	49.4	49.4	Y	South	FC		
48	48	48	Y	South	FC		
48	48	48	Y	South	FC		
49.4	49.4	49.4	Y	South	FC		
0.32	0.48	0.52	N	South	FC		
0	0	0	Y	North	EO		
1.6	2.39	2.59	N	South	FC		
310	236.26	263.9	Y	South	FC		
0.24	0.24	0	N	North	FC		
0.16	0.16	0	N	North	FC		
2	2	0	N	South	FC		
1.5	1.5	0	N	South	FC		
0.4	0.4	0	N	North	FC		
0.4	0.4	0	N	North	FC		
0.12	0.12	0	N	North	ID	100%	18DGD Waiting for Reconnector Los Banos-Padre Flat-Panoche 230 kV, Gates #13 500/230
0	0	0	N	North	EO		
0	0	0	N	North	EO		
0.32	0.32	0	N	North	ID	83.58%	18DGD (83.58% or 15.88 MW of 19 MW) Waiting for Reconnector Los Banos-Padre Fla
0.4	0.4	0	N	North	ID	100%	18DGD Waiting for Reconnector Los Banos-Padre Flat-Panoche 230 kV, Gates #13 500/230
4.83	4.83	0	N	South	FC		
24.8	24.8	24.8	Y	North	FC		
42	52.5	42	Y	North	FC		
43.68	44.6	43.68	Y	North	FC		
0.29	0.12	0	N	North	FC		
127	127	127	Y	North	FC		
0	0	0	N	South	FC		
47	47	47	Y	South	FC		
120	120	120	Y	North	FC		
42.3	44.5	45.3	Y	North	FC		
3.6	0.8	3.76	Y	North	FC		
45.6	46.7	47.1	Y	North	FC		
60	3.2	32	Y	North	FC		
2.1	2.1	0	N	South	ID	100%	Waiting for Tehachapi CRAS
2	2	0	N	South	ID	100%	Waiting for Tehachapi CRAS
0.3	0.3	0	N	South	ID	100%	waiting for Tehachapi CRAS
0.1	0.1	0	N	South	ID	100%	waiting for Tehachapi CRAS
0.4	0.4	0	N	South	FC		
423.32	407.32	374.28	Y	South	FC		
0	0	0	N	South	EO		
0	0	0	N	South	EO		
0.4	0.4	0	N	South	FC		
0.4	0.4	0	N	South	FC		
0.4	0.4	0	N	South	FC		
0.4	0.4	0	N	South	FC		
0.4	0.4	0	N	South	FC		
27.7	16.74	13.62	N	South	FC		
0.4	0.4	0	N	South	FC		
13.76	6.8	6.61	N	South	FC		
0.1	0.1	0	N	South	FC		
1.7	1.7	0	N	South	FC		
1	1	0	N	South	FC		
21.17	22.03	22.55	N	North	FC		
4.99	3.72	3.87	N	South	FC		
8	6.87	6.7	N	South	FC		
0.03	0.03	0	N	North	FC		
68	80.9	84.4	Y	North	FC		

kV and possibly othe

t-Panoche 230 kV, Gates #13 500/230 kV and possibly othe
kV and possibly othe

BLACK_7_UNIT 2	CAISO System	JAMES B. BLACK 2	83.28	83.28	83.28	80.82	83.28	83.88	84.08	84.08	84.08
BLAST_1_WIND	LA Basin	Mountain View IV Wir	6.86	5.88	13.72	12.25	12.25	16.17	11.27	10.29	7.35
BLCKBT_2_STONEY	CAISO System	BLACK BUTTE HYDF	2.04	1.6	1.3	3.5	2.7	2.57	2.02	1.83	1.5
BLCKWL_6_SOLAR1	CAISO System	Blackwell Solar	0.48	0.36	2.16	1.8	1.92	3.72	4.68	3.24	1.68
BLKCRK_2_GMCBT1	CAISO System	Genesis McCoy Bess							230	230	230
BLKCRK_2_SOLAR1	CAISO System	McCoy Station	10	7.5	45	37.5	40	77.5	97.5	0	0
BLM_2_UNITS	CAISO System	BLM EAST Facility	47	47	47	47	47	47	47	47	47
BLYTHE_1_SOLAR1	CAISO System	Blythe Solar 1 Project	0	0	0	0	0	0	0	0	0
BLYTHE_1_SOLAR2	CAISO System	Blythe Green 1	0	0	0	0	0	0	0	0	0
BNNIEN_7_ALTAPH	Sierra	ALTA POWER HOUS	0.28	0.21	0.29	0.18	0.16	0.53	0.74	0.7	0.48
BOGUE_1_UNITA1	Sierra	Feather River Energy	47.6	47.6	47.6	47.6	47.6	47.6	47.6	47.6	47.6
BORDER_6_UNITA1	San Diego-IV	CalPeak Power Bordc	51.25	51.25	51.25	51.25	51.25	51.25	51.25	51.25	51.25
BOWMN_6_HYDRO	Sierra	NID Hydro Bowman F	0.95	1.16	2	2.98	3.29	1.66	2.84	2.52	2.14
BRDGLV_7_BAKER	Humboldt	Baker Station Hydro	1.08	0.77	0.92	0.74	0.12	0.01	0	0	0
BRDSL2_2_HIWIND	Bay Area	High Winds Energy C	22.68	19.44	45.36	40.5	40.5	53.46	37.26	34.02	24.3
BRDSL2_2_MTZUM2	Bay Area	NextEra Energy Mont	10.95	9.38	21.9	19.55	19.55	25.81	17.99	16.42	11.73
BRDSL2_2_MTZUMA	Bay Area	FPL Energy Montezu	5.15	4.42	10.3	9.2	9.2	12.14	8.46	7.73	5.52
BRDSL2_2_SHILO1	Bay Area	Shiloh I Wind Project	21	18	42	37.5	37.5	49.5	34.5	31.5	22.5
BRDSL2_2_SHILO2	Bay Area	SHILOH WIND PROJ	21	18	42	37.5	37.5	49.5	34.5	31.5	22.5
BRDSL2_2_SHLO3A	Bay Area	Shiloh III Wind Projec	14.35	12.3	28.7	25.63	25.63	33.83	23.58	21.53	15.38
BRDSL2_2_SHLO3B	Bay Area	Shiloh IV Wind Projec	14	12	28	25	25	33	23	21	15
BREGGO_6_DEGRSL	San Diego-IV	Desert Green Solar F	0.25	0.19	1.13	0.95	1.01	1.95	2.46	1.7	0.88
BREGGO_6_SOLAR	San Diego-IV	NRG Borrego Solar C	1.04	0.78	4.68	3.9	4.16	8.06	10.14	7.02	3.64
BRODIE_2_WIND	CAISO System	Coram Brodie Wind P	14.28	12.24	28.56	25.5	25.5	33.66	23.46	21.42	15.3
BUCKBL_2_PL1X3	CAISO System	Blythe Energy Center	493.63	493.63	493.63	493.63	493.63	493.63	493.63	493.63	493.63
BUCKCK_2_HYDRO	Sierra	Lassen Station Hydro	0.45	0.33	0.58	0.66	0.6	0.37	0.1	0.04	0
BUCKCK_7_OAKFLT	Sierra	Oak Flat	0.52	0.32	0.25	0.26	0.39	0.58	0.8	0.66	0.47
BUCKCK_7_PL1X2	Sierra	BUCKS CREEK AGG	52.88	51.34	50.17	48.32	51.32	51.32	56	51.4	42.41
BUCKWD_1_NPALM1	LA Basin	North Palm Springs 1	0.1	0.07	0.43	0.36	0.38	0.74	0.94	0.65	0.34
BUCKWD_1_QF	LA Basin	Buckwind Re-powerin	2.31	1.98	4.62	4.13	4.13	5.45	3.8	3.47	2.48
BUCKWD_7_WINTCV	LA Basin	Wintec Energy, Ltd.	0.18	0.16	0.37	0.33	0.33	0.44	0.3	0.28	0.2
BURNYF_2_UNIT 1	CAISO System	Burney Forest Power	24	24.74	19.44	13.32	24.33	24.74	26.24	23.13	24.17
BUTTVL_7_UNIT 1	CAISO System	BUTT VALLEY HYDF	39.2	32	28.8	31.6	32	32.8	39.5	32.8	39.5
CABALO_2_M2WSR2	Fresno	Mustang 2 Whirlaway	4	3	18	15	16	31	39	27	14
CABZON_1_WINDA1	LA Basin	Cabazon Wind Projec	5.74	4.92	11.48	10.25	10.25	13.53	9.43	8.61	6.15
CALFTN_2_SOLAR	CAISO System	California Flats North	5.2	3.9	23.4	19.5	20.8	40.3	50.7	28.78	14.92
CALFTS_2_CFSSR1	CAISO System	California Flats Solar	6	4.5	27	22.5	24	46.5	58.5	40.5	21
CALGEN_1_UNITS	CAISO System	Coso Navy 1	80	80	80	80	80	80	80	80	80
CALPIN_1_AGNEW	Bay Area	Agnews Power Plant	28.56	28.56	28.56	28.56	28.56	28.56	28.56	28.56	28.56
CAMCHE_1_PL1X3	Stockton	CAMANACHE UNITS	5.06	6.93	6.44	8.65	9.32	8.49	7	4.22	3.22
CAML0T_2_SOLAR1	CAISO System	Camelot	1.8	1.35	8.1	6.75	7.2	13.95	17.55	12.15	6.3
CAML0T_2_SOLAR2	CAISO System	Columbia Two	0.6	0.45	2.7	2.25	2.4	4.65	5.85	4.05	2.1
CAMPFW_7_FARWST	Sierra	CAMP FAR WEST H'	0	2.08	5.6	5.52	3.2	2.72	3.52	3.1	0
CANTUA_1_SOLAR	Fresno	Cantua Solar Station	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
CAPWD_1_QF	LA Basin	Edom Hills Wind Farn	2.74	2.35	5.47	4.89	4.89	6.45	4.5	4.11	2.93
CARBOU_7_PL2X3	CAISO System	CARIBOU PH 1 UNIT	32	19.2	0.8	0	0	0	35.2	38.4	35.2
CARBOU_7_PL4X5	CAISO System	CARIBOU PH 2 UNIT	48	43.2	44	36	47.2	64	106.14	93.2	102
CARBOU_7_UNIT 1	CAISO System	CARIBOU PH 1 UNIT	14.8	8	0	0	0	0	0.01	19.2	19.2
CARLS1_2_CARCT1	San Diego-IV	Carlsbad 1	422	422	422	422	422	422	422	422	422
CARLS2_1_CARCT1	San Diego-IV	Carlsbad 2	105.5	105.5	105.5	105.5	105.5	105.5	105.5	105.5	105.5
CATLNA_2_SOLAR	CAISO System	Catalina Solar - Phasi	4.4	3.3	19.8	16.5	17.6	34.1	42.9	29.7	15.4
CATLNA_2_SOLAR2	CAISO System	Catalina Solar 2	0.72	0.54	3.24	2.7	2.88	5.58	7.02	4.86	2.52
CAVLSR_2_BSOLAR	CAISO System	California Valley Sola	1.6	1.2	7.2	6	6.4	12.4	15.6	10.8	5.6
CAVLSR_2_RSOLAR	CAISO System	California Valley Sola	8.4	6.3	37.8	31.5	33.6	65.1	81.9	56.7	29.4
CAYTNO_2_VASCO	Bay Area	Vasco Road	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3
CDWR07_2_GEN	CAISO System	CDWR07_2_GEN	115.6	115.6	115.6	115.6	115.6	115.6	115.6	115.6	115.6
CEDRCK_6_UNIT	CAISO System	Water Wheel Ranch	0.38	0.41	0.48	0.46	0.66	0.39	0.19	0.14	0.13
CEDUCR_2_SOLAR1	Big Creek-Ventura	Ducor Solar 1	0	0	0	0	0	0	0	0	0
CEDUCR_2_SOLAR2	Big Creek-Ventura	Ducor Solar 2	0	0	0	0	0	0	0	0	0
CEDUCR_2_SOLAR3	Big Creek-Ventura	Ducor Solar 3	0	0	0	0	0	0	0	0	0
CEDUCR_2_SOLAR4	Big Creek-Ventura	Ducor Solar 4	0	0	0	0	0	0	0	0	0
CENT40_1_C40SR1	Stockton	CENTRAL 40				6	6.4	12.4	15.6	10.8	5.6
CENTER_2_RHONDO	LA Basin	MWD Rio Hondo Hyd	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91	1.91
CENTER_2_SOLAR1	LA Basin	Pico Rivera	0	0	0	0	0	0	0	0	0
CENTER_2_TECNG1	LA Basin	TECHNICAST	0	0	0	0	0	0	0	0	0
CENTER_6_PEAKER	LA Basin	Center Peaker	47.11	47.11	47.11	47.11	47.11	47.11	47.11	47.11	47.11
CENTRY_6_PL1X4	LA Basin	CENTURY GENERA'	36	36	36	36	36	36	36	36	36
CHALK_1_UNIT	CAISO System	CHALK CLIFF LIMITE	46.84	46.06	45.5	45.2	45	44.1	44.3	43.1	44.4
CHARMN_2_PGONG1	Big Creek-Ventura	PROCTER AND GA						17.4	16.78	17.21	16.54
CHEVCD_6_UNIT	CAISO System	CHEVRON USA (TAF	0.52	0.67	0.52	0.44	0.37	0.64	0.78	0.82	1.01
CHEVCO_6_UNIT 1	Fresno	CHEVRON USA (CO.	0.97	0.97	0.87	1	1.51	1.22	1.72	1.65	1.86
CHEVCO_6_UNIT 2	Fresno	AERA ENERGY LLC.	0.85	1	0.87	0.8	0.79	0.62	0.6	0.6	0.7
CHEVCY_1_UNIT	CAISO System	CHEVRON USA (CYI	3.99	2.27	2.21	2.89	2.2	2.3	3.34	3.16	2.38
CHEVMN_2_UNITS	LA Basin	CHEVRON U.S.A. UN	8.24	4.37	6.75	13.66	5.52	6.54	6.62	4.02	6.66
CHICPK_7_UNIT 1	Sierra	Chicago Park Powerh	25.02	27.08	24.18	24.8	26.74	25.04	28.6	27.8	0
CHILLS_1_SYCENG	San Diego-IV	Sycamore Energy 1	0.69	0.76	0.75	0.73	0.6	0.57	0.56	0.47	0.44
CHILLS_7_UNITA1	San Diego-IV	Sycamore Energy 2	1.82	2	2	2	1.4	1.68	1.56	1.52	1.74
CHINO_2_APEBT1	LA Basin	Pomona Energy Stor	20	20	20	20	20	20	20	20	20
CHINO_2_JURUPA	LA Basin	Jurupa	0	0	0	0	0	0	0	0	0
CHINO_2_QF	LA Basin	CHINO QFS	0	0	0	0	0	0	0	0	0
CHINO_2_SASOLR	LA Basin	SS San Antonio West	0	0	0	0	0	0	0	0	0
CHINO_2_SOLAR	LA Basin	Chino RT Solar 1	0.04	0.03	0.18	0.15	0.16	0.31	0.39	0.27	0.14
CHINO_2_SOLAR2	LA Basin	Kona Solar - Terra Fr	0	0	0	0	0	0	0	0	0
CHINO_6_CIMGEN	LA Basin	Chino Co-Generation	26	26	26	26	26	26	26	26	26
CHINO_7_MILIKN	LA Basin	MN Milliken Genco LL	1.29	1.2	1.49	1.48	1.36	1.24	1.25	1.19	1.21
CHWCHL_1_BIOMAS	Fresno	Chow II Biomass to E	8.99	9.71	10.03	9.48	8.57	9.57	9.82	9.33	10.01
CHWCHL_1_UNIT	Fresno	CHOW 2 PEAKER PI	48	48	48	48	48	48	48	48	48
CLOVDL_1_SOLAR	NCNB	Cloverdale Solar I	0.06	0.05	0.27	0.23	0.24	0.47	0.59	0.41	0.21
CLOVER_2_UNIT	CAISO System	Clover Creek	0.77	0.77	0.86	0.91	0.75	0.54	0.37	0.22	0.13
CLRKRD_6_LIMESD	CAISO System	Lime Saddle Hydro	0.2	0.2	0.19	0.38	0.28	0.34	0.39	0.4	0.43
CLRMTK_1_QF	Bay Area	SMALL QF AGGREG	0	0	0	0	0	0	0	0	0
CNTNLA_2_SOLAR1	San Diego-IV	Centinela Solar Energ	5	3.75	22.5	18.75	20	38.75	48.75	33.75	17.5
CNTNLA_2_SOLAR2	San Diego-IV	Centinels Solar Energ	1.82	1.37	8.21	6.84	7.3	14.14	17.78	12.31	6.38

67.28	81.28	83.88	Y	North	FC
3.92	5.88	6.37	N	South	FC
1.5	2.1	2.51	Y	North	FC
0.24	0.24	0	N	North	FC
230	230	230	Y	South	FC
0	0	0	N	South	FC
47	47	47	Y	South	FC
0	0	0	N	South	EO
0	0	0	N	South	EO
0.48	0.34	0.33	N	North	FC
47.6	47.6	47.6	Y	North	FC
51.25	51.25	51.25	Y	South	FC
1.63	0.76	0.46	N	North	FC
0	0.31	0.28	N	North	FC
12.96	19.44	21.06	N	North	FC
6.26	9.38	10.17	N	North	FC
2.94	4.42	4.78	N	North	FC
12	18	19.5	N	North	FC
12	18	19.5	N	North	FC
8.2	12.3	13.33	N	North	FC
8	12	13	N	North	FC
0.13	0.13	0	N	South	FC
0.52	0.52	0	N	South	FC
8.16	12.24	13.26	N	South	FC
493.63	493.63	493.63	Y	South	FC
0	0.15	0.16	N	North	FC
0.15	0.17	0.37	N	North	FC
44	45.8	50	Y	North	FC
0.05	0.05	0	N	South	FC
1.32	1.98	2.15	N	South	FC
0.11	0.16	0.17	N	South	FC
25.96	24.93	26.35	N	North	FC
32.8	32	39.2	Y	North	FC
2	2	0	Y	North	ID
3.28	4.92	5.33	N	South	FC
2.13	2.13	0	N	North	FC
3	3	0	N	North	FC
80	80	80	Y	South	FC
28.56	28.56	28.56	Y	North	FC
2.7	1.82	1.99	N	North	FC
0.9	0.9	0	N	South	FC
0.3	0.3	0	N	South	FC
0	0	0	Y	North	FC
0.4	0.4	0	N	North	FC
1.56	2.35	2.54	N	South	FC
12.8	0	12.8	Y	North	FC
88.4	30.4	64	Y	North	FC
0	0	4	Y	North	FC
422	422	422	Y	South	FC
105.5	105.5	105.5	Y	South	FC
2.2	2.2	0	N	South	FC
0.36	0.36	0	N	South	FC
0.8	0.8	0	N	North	FC
4.2	4.2	0	N	North	FC
4.3	4.3	4.3	N	North	FC
115.6	115.6	115.6	Y	North	FC
0.12	0.14	0.21	N	North	FC
0	0	0	N	South	EO
0	0	0	N	South	EO
0	0	0	N	South	EO
0	0	0	N	South	EO
0.8	0.8	0	N	North	FC
1.91	1.91	1.91	Y	South	FC
0	0	0	N	South	EO
0	0	0	N	South	EO
47.11	47.11	47.11	Y	South	FC
36	36	36	Y	South	FC
45	46.4	47.9	Y	North	FC
14.84	16.41	17.48	N	South	FC
0.83	0.72	0.73	N	North	FC
1.48	0.75	1.16	N	North	FC
1.06	1.08	1.08	N	North	FC
4.26	2.68	2.5	N	North	FC
8.29	3.91	4.47	N	South	FC
0	20.8	25.6	Y	North	FC
0.45	0.51	0.55	N	South	FC
1.75	1.8	1.61	Y	South	FC
20	20	20	Y	South	FC
0	0	0	N	South	EO
0	0	0	N	South	FC
0	0	0	N	South	EO
0.02	0.02	0	N	South	FC
0	0	0	N	South	EO
26	26	26	Y	South	FC
1.27	1.41	1.32	Y	South	FC
9.23	9.59	9.91	N	North	FC
48	48	48	Y	North	FC
0.03	0.03	0	N	North	ID
0.16	0.16	0.41	N	North	FC
0.46	0.23	0.21	N	North	FC
0	0	0	N	North	FC
2.5	2.5	0	N	South	FC
0.91	0.91	0	N	South	FC

Jan to July NQC should be 0 effective date Aug 01
 BLKCRK_2_SOLAR1 will become EO when BESS becomes FC. Monthly values already pre-NQC reduction required due to transfer of deliverability to a new resource. (Adjustment already

100% C7 - Waiting for Bellota-Warnerville 230 kV reconductoring and possibly other
 Resource will become PCDS to 82%, when BESS becomes FC. Monthly values already pre-

100%

100% 16DGD Waiting for Moraga-Castro Valley 230 kV Capacity Increase and possibly other

-adjusted to 0% for Aug-Dec
ly applied Jan-Dec

adjusted to 82% for Aug-Dec

0	0	0	N	North	FC			
197.14	200.73	202.03	Y	North	FC			
195.94	199.73	201.15	Y	North	FC			
195.74	199.32	200.73	Y	North	FC			
197.58	201.24	202.63	Y	North	FC			
0	0	0	N	North	EO			
40.3	45	43.89	N	North	FC			
4.24	3.77	3.19	N	North	FC			
151.87	149.95	148.24	Y	North	FC			
151.81	149.91	148.21	Y	North	FC			
43	43	43	Y	South	FC			
618.9	618.9	619.43	Y	North	FC			
246.86	246.86	246.86	Y	North	FC			
6.18	7.06	7.3	N	South	FC			
9.16	9.99	10.2	Y	South	FC			
10.49	11.96	12.82	N	South	FC			
0.85	0.64	0.61	N	South	FC			
54.22	58.44	59.28	N	South	FC			
0.31	0.38	0.8	Y	South	FC			
1.96	1.72	1.94	N	South	FC			
1	1.82	0.8	Y	South	FC			
3.1	3.1	0	N	South	FC			
1.84	1.84	0	N	South	ID	100%	Waiting for Desert Area upgrades	
0.2	0.2	0	N	South	PD	7.25		
0.96	0.96	0	N	South	PD	16.50		
0.4	0.4	0	N	North	FC	100%		
0.22	0.22	0	N	North	FC	100%		
0	0	0	N	South	EO			
OCT	NOV	DEC	Dispatchable	Path Designatic	Deliverabili	Deliverabilit	Comments	
32.774	32.902	33.228	N	North	FC			
32.718	32.849	33.176	N	South	FC			
32.661	32.797	33.124	N	North	EO			
32.605	32.745	33.072	Y	North	FC			
32.549	32.692	33.02	N	North	EO			
32.493	32.64	32.968	N	North	FC			
32.437	32.587	32.916	Y	North	FC			
32.381	32.535	32.864	Y	North	FC			
32.325	32.483	32.812	N	South	EO			
32.269	32.43	32.76	N	North	FC			
32.212	32.378	32.708	Y	South	FC			
32.156	32.325	32.655	Y	South	FC			
32.1	32.273	32.603	Y	South	FC			
32.044	32.221	32.551	Y	South	FC			
31.988	32.168	32.499	Y	South	FC			
31.932	32.116	32.447	Y	South	FC			
31.876	32.063	32.395	N	North	FC			
31.819	32.011	32.343	N	South	ID	100%		
31.763	31.959	32.291	N	South	ID	100%		
31.707	31.906	32.239	Y	North	FC			
31.651	31.854	32.187	Y	North	FC			
31.595	31.801	32.135	N	North	FC			
31.539	31.749	32.083	N	North	FC			
31.483	31.697	32.031	N	South	FC			
31.427	31.644	31.979	N	South	FC			
31.37	31.592	31.926	N	South	FC			
31.314	31.539	31.874	N	South	FC			
31.258	31.487	31.822	N	South	FC			
31.202	31.435	31.77	N	South	FC			
31.146	31.382	31.718	N	South	FC			
31.09	31.33	31.666	N	South	FC			
31.034	31.277	31.614	N	South	FC			
30.978	31.225	31.562	N	South	FC			
30.921	31.173	31.51	N	South	FC			
30.865	31.12	31.458	N	South	FC			
30.809	31.068	31.406	N	South	FC			
30.753	31.015	31.354	N	South	FC			
30.697	30.963	31.302	Y	South	FC			
30.641	30.911	31.25	Y	South	FC			
30.585	30.858	31.198	Y	South	FC			
30.529	30.806	31.145	Y	South	FC			
30.472	30.753	31.093	N	South	FC			
30.416	30.701	31.041	Y	North	EO			
30.36	30.649	30.989	N	South	FC			
30.304	30.596	30.937	Y	South	FC			
30.248	30.544	30.885	N	North	FC			
30.192	30.491	30.833	N	North	FC			
30.136	30.439	30.781	N	South	FC			
30.08	30.387	30.729	N	South	FC			
30.023	30.334	30.677	N	North	FC			
29.967	30.282	30.625	N	North	FC			
29.911	30.229	30.573	N	North	ID	100%	18DGD Waiting for Reconductor Los Banos-Padre Flat-Panoche 230 kV, Gates #13 500/230	
29.855	30.177	30.521	N	North	EO			
29.799	30.125	30.469	N	North	EO			
29.743	30.072	30.417	N	North	ID	83.58%	18DGD & lpar;83.58% or 15.88 MW of 19 MW) Waiting for Reconductor Los Banos-Padre Fla	
0	0	0	N	South	EO			
0	0	0	N	South	EO			
0	0	0	N	South	EO			
0	0	0	N	South	EO			
0	0	0	N	South	EO			
0	0	0	N	South	EO			
16.77	14.86	13.39	N	North	FC			
1140	1140	1140	N	North	FC			
1140	1140	1140	N	North	FC			

kV and possibly othe

t-Panoche 230 kV, Gates #13 500/230 kV and possibly othe

DISCOV_1_CHEVRN	Kern	CHEVRON USA (EA)	1.79	2.44	2.84	3.55	3.01	3.77	2.94	2.69	3.43
DIXNLD_1_LNDFL	Bay Area	Zero Waste Energy	0.52	0.64	0.65	0.63	0.67	0.6	0.62	0.7	0.72
DMDVLY_1_UNITS	LA Basin	DIAMOND VALLEY L	0	1.98	2.14	0	0	0	0	10.64	0
DONNLS_7_UNIT	Stockton	Donnells Hydro	65.95	66.32	67.86	65.21	70.1	72	72	72	72
DOSMGO_2_NSPIN	CAISO System	DOSMGO_2_NSPIN	16	15.97	16	15.99	16	15.99	16	16	15.99
DOUBLC_1_UNITS	Kern	DOUBLE "C" LIMITEI	51.48	51.44	51	50.38	50.2	49.54	49.38	52.23	52.23
DRACKR_2_DS3SR3	CAISO System	Dracker Solar Unit 3	5	3.75	22.5	18.75	20	38.75	48.75	33.75	0
DRACKR_2_DS4SR4	CAISO System	Dracker Solar Unit 4	2.5	1.88	11.25	9.38	10	19.38	24.38	16.88	8.75
DRACKR_2_DSUBT2	CAISO System	Dracker Solar Unit 2 f						115	115	115	115
DRACKR_2_DSUBT3	CAISO System	Dracker Solar Unit 3 f								115	115
DRACKR_2_SOLAR1	CAISO System	Dracker Solar Unit 1	4.4	3.3	19.8	16.5	17.6	34.1	42.9	29.7	15.4
DRACKR_2_SOLAR2	CAISO System	Dracker Solar Unit 2	5	3.75	22.5	18.75	20	0	0	0	0
DREWS_6_PL1X4	LA Basin	Draws Generating Plc	36	36	36	36	36	36	36	36	36
DRUM_7_PL1X2	Sierra	Drum PH 1 Units 1 &	0	0	0	0	0	0	10.4	10.4	0
DRUM_7_PL3X4	Sierra	Drum PH 1 Units 3 &	10.4	0	0	12.8	12.8	12.8	12.8	12.8	0
DRUM_7_UNIT 5	Sierra	DRUM PH 2 UNIT 5	39.6	45.2	46.2	39.6	39.6	39.6	48.95	47.74	0
DSABLA_7_UNIT	CAISO System	De Sabla Hydro	5.51	5.45	3.9	1.74	7.78	7.32	10.42	6.1	3.95
DSFLWR_2_WS2SR1	CAISO System	Willow Springs 2	4	3	18	15	16	31	39	27	14
DSRTHV_2_DH1SR1	CAISO System	Desert Harvest	3.2	2.4	14.4	12	12.8	24.8	31.2	21.6	11.2
DSRTHV_2_DH2BT1	CAISO System	Desert Harvest BESS							35	35	35
DSRTHV_2_DH2SR2	CAISO System	Desert Harvest 2	2.8	2.1	12.6	10.5	11.2	21.7	27.3	18.9	9.8
DSRTSL_2_SOLAR1	CAISO System	Desert Stateline	11.85	8.89	53.31	44.43	47.39	91.82	115.51	79.97	41.47
DSRTSN_2_SOLAR1	CAISO System	Desert Sunlight 300	12	9	54	45	48	93	117	81	42
DSRTSN_2_SOLAR2	CAISO System	Desert Sunlight 250	10	7.5	45	37.5	40	77.5	97.5	67.5	35
DTCHWD_2_BT3WND	CAISO System	Brookfield Tehachapi	0.63	0.54	1.26	1.13	1.13	1.49	1.04	0.95	0.68
DTCHWD_2_BT4WND	CAISO System	Brookfield Tehachapi	0.91	0.78	1.83	1.63	1.63	2.15	1.5	1.37	0.98
DJANE_1_PL1X3	Bay Area	DONALD VON RAES	147.8	147.8	147.8	147.8	143.5	143.5	143.5	143.5	143.5
DUTCH1_7_UNIT 1	Sierra	DUTCH FLAT 1 PH	18.6	17.6	0	17.6	17.52	17.6	19.6	20.32	0.48
DUTCH2_7_UNIT 1	Sierra	DUTCH FLAT 2 PH	0	16	17.52	16.72	15.2	15.2	15.44	15.21	0
DVLCYN_1_UNITS	LA Basin	DEVIL CANYON HYD	32.07	75.38	104.07	134.15	150.41	165.17	172.63	181.47	186.01
DYERSM_6_DSWWW1	CAISO System	Dyer Summit Wind R								6.15	4.39
EASTWD_7_UNIT	Big Creek-Ventura	EASTWOOD PUMP-C	199	199	199	199	199	199	199	199	199
EDMONS_2_NSPIN	Big Creek-Ventura	EDMONS_2_NSPIN	236	236	236	236	236	236	236	236	236
EETMNM_6_SOLAR1	Fresno	EE K Solar 1	0	0	0	0	0	0	0	0	0
ELCAJN_6_EB1BT1	San Diego-IV	Eastern BESS 1	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5
ELCAJN_6_LM6K	San Diego-IV	El Cajon Energy Cent	48.1	48.1	48.1	48.1	48.1	48.1	48.1	48.1	48.1
ELCAJN_6_UNITA1	San Diego-IV	Cuyamaca Peak Ene	45.42	45.42	45.42	45.42	45.42	45.42	45.42	45.42	45.42
ELCAP_1_SOLAR	Fresno	2097 Helton	0	0	0	0	0	0	0	0	0
ELDORO_7_UNIT 1	Sierra	El Dorado Unit 1	5.54	3.81	5.84	7.01	6.55	8.42	5.94	3.32	3.99
ELDORO_7_UNIT 2	Sierra	El Dorado Unit 2	5.82	4.31	5.72	7.18	6.81	8.47	5.82	4.57	5.53
ELECTR_7_PL1X3	CAISO System	ELECTRA PH UNIT 1	49.36	47.52	52.76	48.78	61.44	62.2	57.8	51.4	53.8
ELKCRK_6_STONYG	CAISO System	STONEY GORGE HY	1.8	2.4	2.7	2.2	1.6	1.7	2.2	2	1.4
ELKHIL_2_PL1X3	CAISO System	ELK HILLS COMBINE	380	380	380	380	380	380	380	380	380
ELLIS_2_QF	LA Basin	ELLIS QFS	0.01	0	0.03	0.05	0.03	0.09	0.13	0.17	0.36
ELNIDP_6_BIOMAS	Fresno	El Nido Biomass to Ei	9.6	9.95	10.26	9.01	8.54	9.63	9.95	10.05	9.44
ELSEGN_2_UN1011	LA Basin	El Segundo Energy C	263	263	263	263	263	263	263	272.7	272.7
ELSEGN_2_UN2021	LA Basin	El Segundo Energy C	263.68	263.68	263.68	263.68	263.68	263.68	263.68	271.22	271.22
ENERSJ_2_WIND	San Diego-IV	ESJ Wind Energy	21.71	18.61	43.43	38.78	38.78	51.18	35.67	32.57	23.27
ENWIND_2_WIND1	CAISO System	Cameron Ridge	6.59	5.65	13.19	11.78	11.78	15.54	10.83	9.89	7.07
ENWIND_2_WIND2	CAISO System	Ridgetop 1	5.35	4.59	10.71	9.56	9.56	12.62	8.8	8.03	5.74
ESCND0_6_EB1BT1	San Diego-IV	Escondido BESS 1	10	10	10	10	10	10	10	10	10
ESCND0_6_EB2BT2	San Diego-IV	Escondido BESS 2	10	10	10	10	10	10	10	10	10
ESCND0_6_EB3BT3	San Diego-IV	Escondido BESS 3	10	10	10	10	10	10	10	10	10
ESCND0_6_PL1X2	San Diego-IV	MMC Escondido Aggr	48.71	48.71	48.71	48.71	48.71	48.71	48.71	48.71	48.71
ESCND0_6_UNITB1	San Diego-IV	CalPeak Power Enter	48.04	48.04	48.04	48.04	48.04	48.04	48.04	48.04	48.04
ESCO_6_GLMQF	San Diego-IV	Goal Line Cogen	49.9	49.9	49.9	49.9	49.9	49.9	49.9	49.9	49.9
ESQUON_6_LNDFIL	CAISO System	Neal Road Landfill Ge	0	0	0	0	0	0	0	0	0
ETIWND_2_CHMPNE	LA Basin	Champagne	0	0	0	0	0	0	0	0	0
ETIWND_2_FONTNA	LA Basin	FONTANALYTLE CR	0.5	0.62	0.8	0.98	0.81	0.58	0.48	0.48	0.53
ETIWND_2_RTS010	LA Basin	SPVP010 Fontana R	0.06	0.05	0.27	0.23	0.24	0.47	0.59	0.41	0.21
ETIWND_2_RTS015	LA Basin	SPVP015	0.12	0.09	0.54	0.45	0.48	0.93	1.17	0.81	0.42
ETIWND_2_RTS017	LA Basin	SPVP017	0.14	0.11	0.63	0.53	0.56	1.09	1.37	0.95	0.49
ETIWND_2_RTS018	LA Basin	SPVP018 Fontana R	0.06	0.05	0.27	0.23	0.24	0.47	0.59	0.41	0.21
ETIWND_2_RTS023	LA Basin	SPVP023 Fontana R	0.1	0.08	0.45	0.38	0.4	0.78	0.98	0.68	0.35
ETIWND_2_RTS026	LA Basin	SPVP026	0.24	0.18	1.08	0.9	0.96	1.86	2.34	1.62	0.84
ETIWND_2_RTS027	LA Basin	SPVP027	0.08	0.06	0.36	0.3	0.32	0.62	0.78	0.54	0.28
ETIWND_2_SOLAR1	LA Basin	Dedeaux Ontario	0.04	0.03	0.18	0.15	0.16	0.31	0.39	0.27	0.14
ETIWND_2_SOLAR2	LA Basin	Rochester	0	0	0	0	0	0	0	0	0
ETIWND_2_SOLAR5	LA Basin	Dulles	0	0	0	0	0	0	0	0	0
ETIWND_2_UNIT1	LA Basin	ETIWND_2_UNIT1	6.09	6.11	6.14	5.04	5.67	5.91	4.67	5.05	4.7
ETIWND_6_GRP1ND	LA Basin	Grapeland Peaker	47.39	47.39	47.39	47.39	47.39	47.39	47.39	47.39	47.39
ETIWND_6_MWDETI	LA Basin	ETIWANDA RECOVE	0	0	0	16.68	16.75	19.11	20.43	20.91	19.64
EXCHEC_7_UNIT 1	Fresno	EXCHEQUER HYDR	90.72	90.72	90.72	90.72	90.72	90.72	90.72	90.72	90.72
EXCLSG_1_SOLAR	Fresno	Excelsior Solar	2.4	1.8	10.8	9	9.6	18.6	23.4	16.2	8.4
FAIRHV_6_UNIT	Humboldt	FAIRHAVEN POWEF	3.21	2.57	2.7	1.95	5.93	3.88	6.83	5.7	7.85
FELLOW_7_QFUNTS	CAISO System	Fellow QF Aggregate	1.68	1.18	1.14	1.53	1.23	1.31	1.15	0.94	1.12
FLOWD2_2_FPLWND	CAISO System	DIABLO WINDS	2.52	2.16	5.04	4.5	4.5	5.94	4.14	3.78	2.7
FLOWD_2_RT2W2D	CAISO System	Ridgetop 2	3.83	3.29	7.67	6.85	6.85	9.04	6.3	5.75	4.11
FLOWD_2_WIND1	CAISO System	Cameron Ridge 2	1.67	1.43	3.33	2.98	2.98	3.93	2.74	2.5	1.79
FMEADO_6_HELLHL	Sierra	FMEADO_6_HELLHL	0.2	0.29	0.27	0.32	0.37	0.35	0.47	0.45	0.37
FMEADO_7_UNIT	Sierra	FRENCH MEADOWS	16	16	16	16	16	16	16	16	16
FORBST_7_UNIT 1	Sierra	FORBESTOWN HYD	31	30	30	37.44	30	32.4	30	36	30
FORKBU_6_UNIT	CAISO System	HYPPOWER, INC. (FC	7.69	10.35	12.8	13.61	9.93	5.19	1.47	0.27	0.4
FRESHW_1_SOLAR1	Fresno	Corcoran 3	0	0	0	0	0	0	0	0	0
FRIANT_6_UNITS	Fresno	FRIANT DAM	6.36	9.3	8.87	13.55	18.14	24.15	25	19.82	11.89
FRITO_1_LAY	CAISO System	FRITO-LAY	0.09	0.08	0.07	0.07	0.08	0.09	0.06	0.08	0.08
FRNTBW_6_SOLAR1	CAISO System	Frontier Solar	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
FROGTN_1_UTICAA	Stockton	Angels Powerhouse	0.75	0.84	1.01	0.94	0.92	0.86	0.82	0.79	0.72
FROGTN_1_UTICAA	Stockton	Murphys Powerhouse	1.71	1.86	2.43	2.28	2.3	2.3	2.22	2.12	2.17
FTSWRD_6_TRFORK	Humboldt	Three Forks Water Pt	0.83	0.9	0.94	1.02	0.74	0.5	0.27	0.14	0.09
FTSWRD_7_QFUNTS	Humboldt	FTSWRD_7_QFUNTS	0.01	0.01	0.01	0.01	0.01	0	0	0	0
FULTON_1_QF	NCNB	SMALL QF AGGREG	0.14	0.12	0.15	0.17	0.19	0.15	0.12	0.08	0.07
GALE_1_SR3SR3	CAISO System	Sunray 3	0.55	0.41	2.48	2.07	2.21	4.28	5.38	3.73	1.93

2.74	1.8	2.38	N	North	FC
0.68	0.35	0.28	N	North	FC
0	0	0	N	South	FC
70.02	67.92	66.81	Y	North	FC
14.4	15.99	16	Y	North	FC
52.23	52.23	52.23	Y	North	FC
0	0	0	N	South	FC
1.25	1.25	0	N	South	FC
115	115	115	Y	South	FC
115	115	115	Y	South	FC
2.2	2.2	0	N	South	FC
0	0	0	N	South	FC
36	36	36	Y	South	FC
0	0	9.6	Y	North	FC
0	0	12.8	Y	North	FC
0	34.48	39.6	Y	North	FC
2.94	3.55	6.28	N	North	FC
2	2	0	N	South	FC
1.6	1.6	0	N	South	ID
35	35	35	Y	South	ID
1.4	1.4	0	N	South	ID
5.92	5.92	0	N	South	FC
6	6	0	N	South	FC
5	5	0	N	South	FC
0.36	0.54	0.59	N	South	FC
0.52	0.78	0.85	N	South	FC
147.8	147.8	147.8	Y	North	FC
6.8	16.8	18	Y	North	FC
0	0	15.28	Y	North	FC
182.6	172.79	156.99	Y	South	FC
2.34	3.52	3.81	N	North	FC
199	199	199	Y	South	FC
236	236	236	Y	South	FC
0	0	0	N	North	EO
7.5	7.5	7.5	Y	South	FC
48.1	48.1	48.1	Y	South	FC
45.42	45.42	45.42	Y	South	FC
0	0	0	N	North	EO
0.89	3.24	4.38	N	North	FC
0.89	3.36	4	N	North	FC
49	49.4	55.36	Y	North	FC
0.4	0.1	0.9	Y	North	FC
380	380	380	Y	North	FC
0.34	0.34	0.34	N	South	FC
5.41	6.85	6.99	N	North	FC
272.7	272.7	272.7	Y	South	FC
271.22	271.22	271.22	Y	South	FC
12.41	18.61	20.16	N	South	FC
3.77	5.65	6.12	N	South	FC
3.06	4.59	4.97	N	South	FC
10	10	10	Y	South	FC
10	10	10	Y	South	FC
10	10	10	Y	South	FC
48.71	48.71	48.71	Y	South	FC
48.04	48.04	48.04	Y	South	FC
49.9	49.9	49.9	Y	North	FC
0	0	0	N	North	EO
0	0	0	N	South	EO
0.3	0.51	0.69	N	South	FC
0.03	0.03	0	N	South	FC
0.06	0.06	0	N	South	FC
0.07	0.07	0	N	South	FC
0.03	0.03	0	N	South	FC
0.05	0.05	0	N	South	FC
0.12	0.12	0	N	South	FC
0.04	0.04	0	N	South	FC
0.02	0.02	0	N	South	FC
0	0	0	N	South	EO
0	0	0	N	South	EO
3.9	5.64	6.22	N	South	FC
47.39	47.39	47.39	Y	South	FC
17.74	16.88	12.79	N	South	FC
90.72	90.72	90.72	Y	North	FC
1.2	1.2	0	N	North	FC
6.58	7.86	6.1	N	North	FC
1.52	1.5	1.68	N	North	FC
1.44	2.16	2.34	N	North	FC
2.19	3.29	3.56	N	South	FC
0.95	1.43	1.55	N	South	FC
0.44	0.35	0.24	N	North	FC
16	16	16	Y	North	FC
30	30	37.5	Y	North	FC
0.44	2.07	1.95	N	North	FC
0	0	0	N	North	EO
8.76	3.04	0.85	N	North	FC
0.09	0.09	0.17	N	North	FC
0.4	0.4	0	N	North	FC
0.69	0.26	0.64	N	North	FC
1.84	0.84	1.44	N	North	FC
0.11	0.25	0.35	N	North	PD
0	0	0	N	North	FC
0.07	0.09	0.13	N	North	FC
0.28	0.28	0	N	South	FC

DRACKR_2_SOLAR2 will become EO when BESS becomes FC. Monthly values already pre

100%

35.00

100%

waiting for WOD upgrades, Red Bluff 2AA, ELM upgrades

Currently this unit is modeled at incorrect station.fixing in DB106

96%

96%

100%

80%

-adjusted to 0 MW for June-De

GANSO_1_WSTBM1	CAISO System	Weststar Dairy Bioga:	0	0	0	0	0	0	0	0	0	0	0	0
GARLND_2_GASLR	CAISO System	Garland B	7.2	5.4	32.4	27	28.8	55.8	70.2	48.6	25.2			
GARLND_2_GASLRA	CAISO System	Garland A	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8			
GARNET_1_SOLAR	LA Basin	North Palm Springs 4	0	0	0	0	0	0	0	0	0			
GARNET_1_SOLAR2	LA Basin	Garnet Solar Power C	0.16	0.12	0.72	0.6	0.64	1.24	1.56	1.08	0.56			
GARNET_1_UNITS	LA Basin	GARNET GREEN PC	2.31	1.98	4.62	4.13	4.13	5.45	3.8	3.47	2.48			
GARNET_1_WIND	LA Basin	GARNET WIND ENE	0.91	0.78	1.82	1.63	1.63	2.15	1.5	1.37	0.98			
GARNET_1_WINDS	LA Basin	Garnet Winds Aggreg	3.15	2.7	6.3	5.63	5.63	7.43	5.18	4.73	3.38			
GARNET_1_WT3WIND	LA Basin	Wagner Wind	0	0	0	0	0	0	0	0	0			
GARNET_2_COAWD2	LA Basin	Coachella 2					2.7	3.56	2.48	2.27	1.62			
GARNET_2_DIFWD1	LA Basin	Difwind	1.1	0.95	2.21	1.97	1.97	2.6	1.81	1.65	1.18			
GARNET_2_HYDRO	LA Basin	Whitewater Hydro	0.41	0.17	0.1	0.5	0.77	0.91	0.79	0.81	0.77			
GARNET_2_WIND1	LA Basin	Phoenix	1.57	1.34	3.14	2.8	2.8	3.7	2.58	2.35	1.68			
GARNET_2_WIND2	LA Basin	Karen Avenue Wind F	1.64	1.4	3.28	2.93	2.93	3.86	2.69	2.46	1.76			
GARNET_2_WIND3	LA Basin	San Gorgonio East	1.76	1.51	3.53	3.15	3.15	4.16	2.9	2.65	1.89			
GARNET_2_WIND4	LA Basin	Windustries	1.37	1.18	2.74	2.45	2.45	3.23	2.25	2.06	1.47			
GARNET_2_WIND5	LA Basin	Eastwind	0.42	0.36	0.84	0.75	0.75	0.99	0.69	0.63	0.45			
GARNET_2_WPMWD6	LA Basin	WINTEC PALM	0.83	0.71	1.66	1.48	1.48	1.96	1.36	1.25	0.89			
GASKW1_2_GW1SR1	CAISO System	Gaskell West 1	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8			
GATES_2_SOLAR	CAISO System	Gates Solar Station	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8			
GATES_2_WSOLAR	CAISO System	West Gates Solar Sta	0.4	0.3	1.8	1.5	1.6	3.1	3.9	2.7	1.4			
GATEWY_2_GESBT1	San Diego-IV	Gateway Energy Stro	50	50	50	50	50	50	62.5	131.5	148.1			
GATWAY_2_PL1X3	Bay Area	GATEWAY GENERA	561.46	560.77	553.75	568.05	540.41	529.18	521.17	522.57	533.14			
GENESI_2_STG	CAISO System	Genesis Station	10	7.5	45	37.5	40	77.5	97.5	67.5	35			
GEYS11_7_UNIT11	NCNB	GEYSERS UNIT 11 (	68	68	68	68	68	68	68	68	68			
GEYS12_7_UNIT12	NCNB	GEYSERS UNIT 12 (	50	50	50	50	50	50	50	50	50			
GEYS13_7_UNIT13	NCNB	GEYSERS UNIT 13 (	56	56	56	56	56	56	56	56	56			
GEYS14_7_UNIT14	NCNB	GEYSERS UNIT 14 (	50	50	50	50	50	50	50	50	50			
GEYS16_7_UNIT16	NCNB	GEYSERS UNIT 16 (	49	49	49	49	49	49	49	49	49			
GEYS17_2_BOTRCK	NCNB	Bottle Rock Geotherm	0	0	0	0	0	0	0	0	0			
GEYS17_7_UNIT17	NCNB	GEYSERS UNIT 17 (	56	56	56	56	56	56	56	56	56			
GEYS18_7_UNIT18	NCNB	GEYSERS UNIT 18 (	45	45	45	45	45	45	45	45	45			
GEYS20_7_UNIT20	NCNB	GEYSERS UNIT 20 (	40	40	40	40	40	40	40	40	40			
GIFENS_6_BUGSL1	Fresno	Burford Giffen	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8			
GIFFEN_6_SOLAR	Fresno	Giffen Solar Station	0.4	0.3	1.8	1.5	1.6	3.1	3.9	2.7	1.4			
GIFFEN_6_SOLAR1	Fresno	Aspiration Solar G	0	0	0	0	0	0	0	0	0			
GILROY_1_UNIT	Bay Area	GILROY COGEN AG	120	120	120	120	115	115	115	115	115			
GILRPP_1_PL1X2	Bay Area	GILROY ENERGY C	95.2	95.2	95.2	95.2	95.2	95.2	95.2	95.2	95.2			
GILRPP_1_PL3X4	Bay Area	GILROY ENERGY C	46.2	46.2	46.2	46.2	46.2	46.2	46.2	46.2	46.2			
GLDFGR_6_SOLAR1	Big Creek-Ventura	Portal Ridge B	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8			
GLDFGR_6_SOLAR2	Big Creek-Ventura	Portal Ridge C	0.46	0.34	2.05	1.71	1.82	3.53	4.45	3.08	1.6			
GLDTWN_6_COLUM3	CAISO System	Columbia 3	0.4	0.3	1.8	1.5	1.6	3.1	3.9	2.7	1.4			
GLDTWN_6_SOLAR	CAISO System	Rio Grande	0.2	0.15	0.9	0.75	0.8	1.55	1.95	1.35	0.7			
GLNARM_2_UNIT 5	LA Basin	Glenarm Turbine 5	65	65	65	65	65	65	65	65	65			
GLNARM_7_UNIT 1	LA Basin	GLEN ARM UNIT 1	22.07	22.07	22.07	22.07	22.07	22.07	22.07	22.07	22.07			
GLNARM_7_UNIT 2	LA Basin	GLEN ARM UNIT 2	22.3	22.3	22.3	22.3	22.3	22.3	22.3	22.3	22.3			
GLNARM_7_UNIT 3	LA Basin	GLEN ARM UNIT 3	44.83	44.83	44.83	44.83	44.83	44.83	44.83	44.83	44.83			
GLNARM_7_UNIT 4	LA Basin	GLEN ARM UNIT 4	42.42	42.42	42.42	42.42	42.42	42.42	42.42	42.42	42.42			
GLOW_6_SOLAR	Big Creek-Ventura	Antelope Power Plant	0	0	0	0	0	0	0	0	0			
GOLETA_2_QF	Big Creek-Ventura	GOLETA QFS	0.01	0.01	0.02	0.05	0.03	0.06	0.08	0.06	0.08			
GOLETA_2_VALBT1	Big Creek-Ventura	Vallecito Energy Stor				10	10	10	10	10	10			
GOLETA_6_ELLWOD	Big Creek-Ventura	ELLWOOD ENERGY	54	54	54	54	54	54	54	54	54			
GOLETA_6_EXGEN	Big Creek-Ventura	EXXON COMPANY L	0	0	0	0	0	0	0	0	0			
GOLETA_6_TAJJGS	Big Creek-Ventura	GOLETA_6_TAJJGS	2.84	2.82	2.53	2.84	2.84	2.84	2.84	2.84	2.84			
GONZLS_6_UNIT	CAISO System	Johnson Canyon Lan	1.3	1.39	1.12	1.19	1.29	1.35	1.37	1.31	1.33			
GOOSLK_1_SOLAR1	CAISO System	Goose Lake	0.48	0.36	2.16	1.8	1.92	3.72	4.68	3.24	1.68			
GRIDLY_6_SOLAR	Sierra	GRIDLEY MAIN TWC	0	0	0	0	0	0	0	0	0			
GRIZLY_1_UNIT 1	CAISO System	GRIZZLY HYDRO	20	20	20	20	20	20	20	20	20			
GRNLF2_1_UNIT	Sierra	GREENLEAF I COG	49.2	49.2	49.2	49.2	49.2	49.2	49.2	49.2	49.2			
GRNVLY_7_SCLAND	CAISO System	SANTA CRUZ LANDI	3.04	3.04	3.04	3.04	3.04	3.04	3.04	3.04	3.04			
GRSCRK_6_BGCKWW	Humboldt	BIG CREEK WATER	1.71	2.15	2.65	3.04	1.98	0.19	0	0	0			
GRZZLY_1_BERKLY	Bay Area	Berkeley Cogeneratio	8.05	8.37	7.31	3.21	7.34	8.11	6.84	0.61	0.22			
GUERNS_6_HD3BM3	Fresno	Hanford Digester Ger				0	0	0	0	0	0			
GUERNS_6_SOLAR	Fresno	Guernsey Solar Static	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8			
GUERNS_6_VH2BM1	Fresno	Hanford Digester Ger				0	0	0	0	0	0			
GWFPWR_1_UNITS	Fresno	Hanford Peaker Plant	97.32	97.3	96.83	95.01	93.15	91.4	89.64	90.15	92.32			
GYS5X6_7_UNITS	NCNB	GEYSERS UNITS 5 &	85	85	85	85	85	85	85	85	85			
GYS7X8_7_UNITS	NCNB	GEYSERS UNITS 7 &	76	76	76	76	76	76	76	76	76			
GYSRVL_7_WSPRNG	NCNB	Warm Springs Hydro	1.79	1.71	1.59	1.62	1.74	1.61	1.57	1.48	1.43			
HAASPH_7_PL1X2	Fresno	HAAS PH UNIT 1 & 2	115.2	115.2	115.2	115.2	129.6	139.2	144	144	129.6			
HALSEY_6_UNIT	Sierra	HALSEY HYDRO	2.21	3.86	3.07	5.04	5.14	5.44	6.16	6.13	4.5			
HARBGN_7_UNITS	LA Basin	HARBOR COGEN CC	100	100	100	100	100	100	100	100	100			
HARDWK_6_STWBM1	Fresno	Still Water Ranch Dai				0	0	0	0	0	0			
HATCR1_7_UNIT	CAISO System	Hat Creek #1	3.84	3.94	4.69	4.68	3.87	4.08	3.65	3.46	2.25			
HATCR2_7_UNIT	CAISO System	Hat Creek #2	4.67	4.94	5.23	4.62	4.98	5.04	4.55	4.61	4.1			
HATLOS_6_BWDHY1	CAISO System	Bidwell Ditch	1.3	1.34	1.48	1.45	0.94	0.92	0.85	0.86	1.02			
HATLOS_6_LSCRK	CAISO System	Lost Creek 1 & 2 Hyd	0.9	1.08	1.1	1.04	0.92	0.95	0.94	0.94	0.94			
HATRDG_2_WIND	CAISO System	Hatchet Ridge Wind F	14.28	12.24	28.56	25.5	25.5	33.66	23.46	21.42	15.3			
HAYPRS_6_HAYHD1	Sierra	Haypress Lower						2.72	0.69	0.04	0			
HAYPRS_6_HAYHD2	Sierra	Haypress Middle						2.72	0.69	0.04	0			
HAYPRS_6_QFUNTS	Sierra	HAYPRESS HYDRO	0.78	0.36	2.2	6.63	8.02	5.44	1.39	0.09	0			
HELMPG_7_UNIT 1	Fresno	HELMS PUMP-GEN I	407	407	407	407	407	407	407	407	407			
HELMPG_7_UNIT 2	Fresno	HELMS PUMP-GEN I	407	407	407	407	407	407	407	407	407			
HELMPG_7_UNIT 3	Fresno	HELMS PUMP-GEN I	404	404	404	404	404	404	404	404	404			
HENRTA_6_SOLAR1	Fresno	Lemoore 1	0.06	0.05	0.27	0.23	0.24	0.47	0.59	0.41	0.21			
HENRTA_6_SOLAR2	Fresno	Westside Solar Powe	0	0	0	0	0	0	0	0	0			
HENRTA_6_UNITA1	Fresno	GWFF HENRIETTA PE	48.34	48.4	47.99	47.19	46.46	45.4	44.53	44.78	45.85			
HENRTA_6_UNITA2	Fresno	GWFF HENRIETTA PE	48.23	48.29	47.89	47.11	46.35	45.3	44.43	44.68	45.75			
HENRTS_1_SOLAR	Fresno	Henrietta Solar Projec	4	3	18	15	16	31	39	27	14			
HIDSRT_2_UNITS	CAISO System	HIGH DESERT POW	830	830	830	830	830	830	830	830	830			
HIGGNS_1_COMBIE	Sierra	Combie South	1.2	0.93	1.32	1.35	1.36	0.92	0.64	0.35	0.03			
HIGGNS_7_QFUNTS	Sierra	HIGGNS_7_QFUNTS	0.2	0.21	0.28	0.26	0.27	0.26	0.25	0.25	0.23			
HIGHDS_2_H5SSR1	CAISO System	High 5 Solar									4.9			

0	0	0 N	North	EO	
3.6	3.6	0 N	South	FC	
0.4	0.4	0 N	South	FC	
0	0	0 N	South	EO	
0.08	0.08	0 N	South	ID	100%
1.32	1.98	2.15 N	South	FC	Waiting for: West of Devers (WOD) upgrades
0.52	0.78	0.85 N	South	FC	
1.8	2.7	2.93 N	South	FC	
0	0	0 N	South	EO	
0.86	1.3	1.4 N	South	FC	
0.63	0.95	1.02 N	South	FC	
0.54	0.27	0.35 N	South	FC	
0.9	1.34	1.46 N	South	FC	
0.94	1.4	1.52 N	South	FC	
1.01	1.51	1.64 N	South	FC	
0.78	1.18	1.27 N	South	FC	
0.24	0.36	0.39 N	South	FC	
0.47	0.71	0.77 N	South	FC	
0.4	0.4	0 N	South	FC	
0.4	0.4	0 N	North	FC	
0.2	0.2	0 N	North	FC	
148.1	148.1	148.1 Y	South	ID	100%
535.38	554.24	560.71 Y	North	FC	
5	5	0 N	South	FC	
68	68	68 Y	North	FC	
50	50	50 Y	North	FC	
56	56	56 Y	North	FC	
50	50	50 Y	North	FC	
49	49	49 Y	North	FC	
0	0	0 N	North	EO	
56	56	56 Y	North	FC	
45	45	45 Y	North	FC	
40	40	40 Y	North	FC	
0.4	0.4	0 N	North	FC	100%
0.2	0.2	0 N	North	FC	100%
0	0	0 N	North	EO	
120	120	120 Y	North	FC	
95.2	95.2	95.2 Y	North	FC	
46.2	46.2	46.2 Y	North	FC	
0.4	0.4	0 N	South	FC	
0.23	0.23	0 N	South	FC	
0.2	0.2	0 N	South	FC	
0.1	0.1	0 N	South	FC	
65	65	65 Y	South	PD	65.00
22.07	22.07	22.07 Y	South	FC	
22.3	22.3	22.3 Y	South	FC	
44.83	44.83	44.83 Y	South	FC	
42.42	42.42	42.42 Y	South	FC	
0	0	0 N	South	EO	
0.08	0.04	0.01 N	South	FC	
10	10	10 Y	South	FC	
54	54	54 Y	South	FC	
0	0	0 N	South	FC	
2.84	2.84	2.84 N	South	FC	
1.18	1.36	1.33 N	North	FC	
0.24	0.24	0 N	North	FC	
0	0	0 N	North	EO	
20	20	20 Y	North	FC	
49.2	49.2	49.2 Y	North	FC	
3.04	3.04	3.04 N	North	FC	
0	0	0 N	North	FC	
0.32	0.58	0.83 N	North	FC	
0	0	0 Y	North	EO	
0.4	0.4	0 N	North	FC	100%
0	0	0 Y	North	EO	
96.67	96.98	97.44 Y	North	FC	
85	85	85 Y	North	FC	
76	76	76 Y	North	FC	
1.62	1.35	1.75 N	North	FC	
115.2	57.6	57.6 Y	North	FC	
0	0	1.7 Y	North	FC	
100	100	100 Y	South	FC	
0	0	0 Y	North	EO	
2.52	4.31	4.4 N	North	FC	
4.75	5.21	5.16 N	North	FC	
1.26	1.35	1.33 N	North	FC	
0.94	0.93	0.91 N	North	FC	
8.16	12.24	13.26 N	North	FC	
0	0.14	0.07 N	North	FC	
0	0.14	0.07 N	North	FC	
0	0.29	0.13 N	North	FC	
407	407	407 Y	North	FC	
407	407	407 Y	North	FC	
404	404	404 Y	North	FC	
0.03	0.03	0 N	North	ID	100%
0	0	0 N	North	EO	18DGD Waiting for Bellota-Warnerville 230 kV reconductoring, Gates #13 500/230 kV transfo
47.24	48.5	48.42 Y	North	FC	
47.15	48.42	48.31 Y	North	FC	
2	2	0 N	North	FC	
830	830	830 Y	South	FC	
0	0.61	0.85 N	North	FC	
0.04	0.08	0.17 N	North	FC	
0.7	0.7	0 N	South	FC	

mer, Reconductor Los Banos-Padre Flat-Panoche 230 kV and many othe

HILAND_7_YOLOWD	NCNB	CLEAR LAKE UNIT 1	0	0	0	0	0	0	0	0	0	0
HINSON_6_CARBGN	LA Basin	BP WILMINGTON CA	27.07	19.01	24.52	28.01	24.93	29.75	27.31	29.64	25.86	
HINSON_6_LBECH1	LA Basin	Long Beach Unit 1	63	63	63	63	63	63	63	63	63	
HINSON_6_LBECH2	LA Basin	Long Beach Unit 2	63	63	63	63	63	63	63	63	63	
HINSON_6_LBECH3	LA Basin	Long Beach Unit 3	63	63	63	63	63	63	63	63	63	
HINSON_6_LBECH4	LA Basin	Long Beach Unit 4	63	63	63	63	63	63	63	63	63	
HINSON_6_SERRGN	LA Basin	Southeast Resource I	34	34	34	34	34	34	34	34	34	
HMLTBR_6_UNITS	CAISO System	HAMILTON BRANCH	0.45	0.43	0.52	0.98	0.81	0.54	0.28	0.33	0.53	
HNTGBH_2_PL1X3	LA Basin	Huntington Beach En	673.8	673.8	673.8	673.8	673.8	673.8	673.8	673.8	673.8	
HNTGBH_7_UNIT 2	LA Basin	HUNTINGTON BEAC	225.8	225.8	225.8	225.8	225.8	225.8	225.8	226.84	226.84	
HOLGAT_1_BORAX	CAISO System	U.S. Borax, Unit 1	10.36	10.61	9.94	3.46	10.52	8.26	7.66	6.79	6.02	
HOLSTR_1_SOLAR	CAISO System	San Benito Smart Par	0	0	0	0	0	0	0	0	0	
HOLSTR_1_SOLAR2	CAISO System	Hollister Solar	0.06	0.05	0.27	0.23	0.24	0.47	0.59	0.41	0.21	
HUMBPP_1_UNITS3	Humboldt	Humboldt Bay Gener	65.08	65.08	65.08	65.08	65.08	65.08	65.08	65.08	65.08	
HUMBPP_6_UNITS	Humboldt	Humboldt Bay Gener	97.62	97.62	97.62	97.62	97.62	97.62	97.62	97.62	97.62	
HUMBSB_1_QF	Humboldt	SMALL QF AGGREG	0	0	0	0	0	0	0	0	0	
HURON_6_SOLAR	Fresno	Huron Solar Station	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8	
HYTHM_2_UNITS	CAISO System	HYATT-THERMALIT	135.16	140.53	95.69	138.21	245.54	366.05	865.72	749.04	407.03	
IGNACO_1_QF	NCNB	SMALL QF AGGREG	0.01	0.01	0.03	0.02	0.02	0.02	0.01	0	0.01	
INDIGO_1_UNIT 1	LA Basin	INDIGO PEAKER UN	44	44	44	44	45	45	45	45	45	
INDIGO_1_UNIT 2	LA Basin	INDIGO PEAKER UN	44.53	44.53	44.53	44.53	45	45	45	45	45	
INDIGO_1_UNIT 3	LA Basin	INDIGO PEAKER UN	43.69	43.69	43.69	43.69	45	45	45	45	45	
INDVLY_1_UNITS	NCNB	Indian Valley Hydro	0.6	0.65	0	0.23	1.05	1.96	1.56	1.57	1.58	
INSKIP_2_UNIT	CAISO System	INSKIP HYDRO	0.67	0.45	0.43	0.38	0.36	0.38	0.41	0.77	0.81	
INTKEP_2_UNITS	CAISO System	CCSF Hetch_Hetchy	307	307	307	307	307	307	307	307	239	
INTTRB_6_UNIT	Fresno	International Turbine							4.23	3.86	2.76	
IVANPA_1_UNIT1	CAISO System	Ivanpah 1	5.04	3.78	22.68	18.9	20.16	39.06	49.14	34.02	17.64	
IVANPA_1_UNIT2	CAISO System	Ivanpah 2	5.32	3.99	23.94	19.95	21.28	41.23	51.87	35.91	18.62	
IVANPA_1_UNIT3	CAISO System	Ivanpah 3	5.32	3.99	23.94	19.95	21.28	41.23	51.87	35.91	18.62	
IVSLR2_2_SM2SR1	San Diego-IV	Silver Ridge Mount Si	6	4.5	27	22.5	24	46.5	58.5	40.5	21	
IVSLRP_2_SOLAR1	San Diego-IV	Silver Ridge Mount Si	8	6	36	30	32	62	78	54	28	
IWEST_2_SOLAR1	San Diego-IV	Imperial Valley West I	6	4.5	27	22.5	24	46.5	58.5	40.5	21	
JACMSR_1_JACSR1	San Diego-IV	Jacumba Solar Farm	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8	
JAWBNE_2_NSRWND	CAISO System	North Sky River Wind	22.4	19.2	44.8	40	40	52.8	36.8	33.6	24	
JAWBNE_2_SRWND	CAISO System	Sky River	10.78	9.24	21.56	19.25	19.25	25.41	17.71	16.17	11.55	
JAYNE_6_WLSLR	Fresno	Westlands Solar Farn	0	0	0	0	0	0	0	0	0	
JOANEC_2_STABT1	LA Basin	Santa Ana Storage 1							20	20	20	
KANSAS_6_SOLAR	Fresno	RE Kansas South	0	0	0	0	0	0	0	0	0	
KEKAWK_6_UNIT	Humboldt	STS HYDROPOWER	2.17	1.64	2.83	2.38	0.33	0	0	0	0	
KELSO_2_UNITS	Bay Area	Mariposa Energy	198.03	198.03	198.03	198.03	194.59	192.24	194.59	192.27	193.09	
KELYRG_6_UNIT	Sierra	KELLY RIDGE HYDR	8.4	8.16	8.16	8.16	8.24	8.16	8.32	10.44	8.4	
KERKH1_7_UNIT 1	Fresno	KERKHOF PH 1 UN	0	0	0	0	0	7.6	0	0	0	
KERKH1_7_UNIT 3	Fresno	KERKHOF PH 1 UN	0	0	0	0	0	0	0	0	0	
KERKH2_7_UNIT 1	Fresno	KERKHOF PH 2 UN	32	32	36	73.6	112.9	113.4	111.2	84	75	
KERMAN_6_SOLAR1	Fresno	Fresno Solar South	0	0	0	0	0	0	0	0	0	
KERMAN_6_SOLAR2	Fresno	Fresno Solar West	0	0	0	0	0	0	0	0	0	
KERNFT_1_UNITS	Kern	KERN FRONT LIMITI	50.98	51.06	50.61	50.11	49.94	49.28	48.68	52.4	52.4	
KERRNG_1_UNITS	CAISO System	South Belridge Cog	0.41	0.33	0.34	0.37	0.44	0.32	0.22	0.37	0.34	
KERRGN_1_UNIT 1	Big Creek-Ventura	KERN RIVER HYDR	11.67	2.19	21.88	23.8	24.15	23.07	23.85	23.25	22.81	
KILARC_2_UNIT 1	CAISO System	KILARC HYDRO	0.87	0.87	1.11	0.89	0.75	0.74	0.66	0.74	0.71	
KINGCO_1_KINGBR	Fresno	Kingsburg Cogen	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5	
KINGRV_7_UNIT 1	Fresno	KINGS RIVER HYDR	32	0	11.2	11.2	11.2	35.2	37.12	36.8	32	
KIRKER_7_KELCYN	Bay Area	KELLER CANYON L	3.56	3.46	3.53	3.41	3.56	3.35	3.29	3.22	3.54	
KNGBRD_2_SOLAR1	CAISO System	Kingbird Solar A	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8	
KNGBRD_2_SOLAR2	CAISO System	Kingbird Solar B	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8	
KNGBRG_1_KBSLR1	Fresno	Kingsburg1	0	0	0	0	0	0	0	0	0	
KNGBRG_1_KBSLR2	Fresno	Kingsburg2	0	0	0	0	0	0	0	0	0	
KNCTY_6_UNITA1	CAISO System	King City Energy Cen	44.6	44.6	44.6	44.6	44.6	44.6	44.6	44.6	44.6	
KNTSTH_6_SOLAR	Fresno	Kent South	0	0	0	0	0	0	0	0	0	
KRAMER_2_SEGS 8	CAISO System	KRAMER JUNCTION	3.2	2.4	14.4	12	12.8	24.8	31.2	21.6	11.2	
KRAMER_2_SEGS 9	CAISO System	KRAMER_2_SEGS 9						24.8	31.2	21.6	11.2	
KRAMER_2_SEGS89	CAISO System	LUZ SOLAR PARTNE	3.2	2.4	14.4	12	12.8	24.8	31.2	21.6	11.2	
KRNCNY_6_UNIT	CAISO System	KERN CANYON	1.63	2.12	3.26	4.08	4.5	4.85	4.74	3.25	0.99	
KYCORA_6_KMSBT1	San Diego-IV	Kearny Mesa Storage	0	0	0	0	0	0	0	0	0	
LACIEN_2_VENICE	LA Basin	MWD Venice Hydroel	0	0	0	0	0	0	0	0	0	
LAKHDG_6_UNIT 1	San Diego-IV	Lake Hodges Pump	20	20	20	20	20	20	20	20	20	
LAKHDG_6_UNIT 2	San Diego-IV	Lake Hodges Pump	20	20	20	20	20	20	20	20	20	
LAMONT_1_SOLAR1	Kern	Regulus Solar	2.4	1.8	10.8	9	9.6	18.6	23.4	16.2	8.4	
LAMONT_1_SOLAR2	Kern	Redwood Solar Farm	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8	
LAMONT_1_SOLAR3	Kern	Woodmere Solar Farr	0.6	0.45	2.7	2.25	2.4	4.65	5.85	4.05	2.1	
LAMONT_1_SOLAR4	Kern	Hayworth Solar Farm	6.61	10.64	12.84	18.42	20.02	22.94	19.9	21.53	20	
LAMONT_1_SOLAR5	Kern	Redcrest Solar Farm	0.67	0.5	3	2.5	2.67	5.16	6.5	4.5	2.33	
LAPAC_6_UNIT	Humboldt	LOUISIANA PACIFIC	0	0	0	0	0	0	0	0	0	
LAPLMA_2_UNIT 1	CAISO System	La Paloma Generatin	259.8	259.8	259.8	259.8	259.8	259.8	259.8	259.8	259.8	
LAPLMA_2_UNIT 2	CAISO System	La Paloma Generatin	260.2	260.2	260.2	260.2	260.2	260.2	260.2	260.2	260.2	
LAPLMA_2_UNIT 3	CAISO System	La Paloma Generatin	256.15	256.15	256.15	256.15	256.15	256.15	256.15	256.15	256.15	
LAPLMA_2_UNIT 4	CAISO System	LA PALOMA GENER	253.29	253.29	253.29	253.29	253.29	253.29	253.29	253.29	253.29	
LARKSP_6_UNIT 1	San Diego-IV	LARKSPUR PEAKER	46	46	46	46	46	46	46	46	46	
LARKSP_6_UNIT 2	San Diego-IV	LARKSPUR PEAKER	46	46	46	46	47	47	47	47	47	
LAROA2_2_UNITA1	San Diego-IV	LR2	322	322	322	322	322	322	322	322	322	
LASSEN_6_UNITS	CAISO System	Honey Lake Power	30	30	30	30	30	30	30	30	30	
LAWRNC_7_SUNYVL	Bay Area	City of Sunnyvale Uni	0.03	0.01	0	0	0.03	0.09	0.09	0.09	0.09	
LEBECS_2_UNITS	Big Creek-Ventura	Pastoria Energy Facil	799.47	799.47	785	775	775	770	775	775	775	
LECEF_1_UNITS	Bay Area	LOS ESTEROS ENEI	305.24	304.08	305	303.6	303.6	303.6	302.2	304	304	
LEPRFD_1_KANSAS	Fresno	Kansas	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8	
LGHTHP_6_ICEGEN	LA Basin	CARSON COGENER	48	48	48	48	48	48	48	48	48	
LHILLS_6_SOLAR1	CAISO System	Lost Hills Solar	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8	
LILIAC_6_SOLAR	San Diego-IV	Mesa Crest	0.12	0.09	0.54	0.45	0.48	0.93	1.17	0.81	0.42	
LITLRK_6_GBCSR1	Big Creek-Ventura	Green Beanworks C	0.12	0.09	0.54	0.45	0.48	0.93	1.17	0.81	0.42	
LITLRK_6_SEPV01	Big Creek-Ventura	Gestamp Solar 1	0	0	0	0	0	0	0	0	0	
LITLRK_6_SOLAR1	Big Creek-Ventura	Lancaster Little Rock	0.2	0.15	0.9	0.75	0.8	1.55	1.95	1.35	0.7	
LITLRK_6_SOLAR2	Big Creek-Ventura	Palmdale 18	0.08	0.06	0.36	0.3	0.32	0.62	0.78	0.54	0.28	
LITLRK_6_SOLAR3	Big Creek-Ventura	One Ten Partners	0.08	0.06	0.36	0.3	0.32	0.62	0.78	0.54	0.28	

0	0	0	N	North	EO	
26.4	27.58	28.25	N	South	FC	
63	63	63	Y	South	FC	
63	63	63	Y	South	FC	
63	63	63	Y	South	FC	
63	63	63	Y	South	FC	
34	34	34	Y	South	FC	
0.26	0.28	0.37	N	North	FC	
673.8	673.8	673.8	Y	South	FC	
226.84	226.84	226.84	Y	South	FC	
7.86	9.09	11.03	N	South	FC	
0	0	0	N	North	EO	
0.03	0.03	0	N	North	FC	
65.08	65.08	65.08	Y	North	FC	
97.62	97.62	97.62	Y	North	FC	
0	0	0	N	North	FC	
0.4	0.4	0	N	North	FC	
245.31	224.87	177.94	Y	North	FC	
0	0	0	N	North	FC	
45	45	45	Y	South	FC	
45	45	45	Y	South	FC	
45	45	45	Y	South	FC	
0.13	0	0	N	North	FC	
0.24	0	0	N	North	FC	
300	307	307	Y	North	FC	
1.47	2.21	2.39	N	North	FC	
2.52	2.52	0	N	South	FC	
2.66	2.66	0	N	South	FC	
2.66	2.66	0	N	South	FC	
3	3	0	N	South	FC	
4	4	0	N	South	FC	
3	3	0	N	South	FC	
0.4	0.4	0	N	South	ID	100%
12.8	19.2	20.8	N	South	FC	Waiting for: Desert Area upgrades
6.16	9.24	10.01	N	South	FC	
0	0	0	N	North	EO	
20	20	20	Y	South	FC	
0	0	0	N	North	EO	
0	0.04	0.06	N	North	FC	
194.91	196.93	198.03	Y	North	FC	
0	8	8.4	Y	North	FC	
0	0	0	Y	North	FC	
0	0	0	Y	North	FC	
0	0	8	Y	North	FC	
0	0	0	N	North	EO	
0	0	0	N	North	EO	
52.4	52.4	52.4	Y	North	FC	
0.49	0.49	0.51	N	North	FC	
17.57	17.04	17.85	N	South	FC	
0.53	0.53	0.49	N	North	FC	
34.5	34.5	34.5	Y	North	FC	
32	32	35.2	Y	North	FC	
3.5	3.56	3.56	N	North	FC	
0.4	0.4	0	N	South	FC	
0.4	0.4	0	N	South	FC	
0	0	0	N	North	EO	
0	0	0	N	North	EO	
44.6	44.6	44.6	Y	North	FC	
0	0	0	N	North	EO	
1.6	1.6	0	N	South	FC	
1.6	1.6	0	N	South	FC	
1.6	1.6	0	N	South	FC	
1.17	0.8	1.06	N	North	FC	
0	0	0	Y	South	EO	
0	0	0	N	South	FC	
20	20	20	Y	South	FC	
20	20	20	Y	South	FC	
1.2	1.2	0	N	North	FC	
0.4	0.4	0	N	North	FC	
0.3	0.3	0	N	North	FC	
15.37	8.63	6.61	N	North	FC	
0.33	0.33	0	N	North	FC	
0	0	0	N	North	EO	
259.8	259.8	259.8	Y	North	FC	
260.2	260.2	260.2	Y	North	FC	
256.15	256.15	256.15	Y	North	FC	
253.29	253.29	253.29	Y	North	FC	
46	46	46	Y	South	FC	
47	47	47	Y	South	FC	
322	322	322	Y	South	FC	
30	30	30	Y	North	FC	
0.08	0.1	0.13	N	North	FC	
785	799.47	799.47	Y	South	ID	100%
304.8	305	306	Y	North	FC	
0.4	0.4	0	N	North	FC	
48	48	48	Y	South	FC	
0.4	0.4	0	N	North	FC	
0.06	0.06	0	N	South	FC	
0.06	0.06	0	N	South	FC	
0	0	0	N	South	EO	
0.1	0.1	0	N	South	FC	
0.04	0.04	0	N	South	FC	
0.04	0.04	0	N	South	FC	

0.06	0.06	0	N	South	FC		
0.01	0.01	0	N	North	PD	40%	
44.05	44.7	44.5	Y	North	FC		
47.5	47.5	47.5	Y	North	FC		
47.6	47.6	47.6	Y	North	FC		
47.4	47.4	47.4	Y	North	FC		
580	580	580	Y	North	FC	100%	
0	0	0	N	South	EO		
2.75	2.75	2.75	Y	South	FC		Please replace the external comments with the following - 2.75 MW hybrid of solar PV and BE
0.03	0.03	0	N	North	FC		
0.02	0.02	0	N	North	FC		
23.8	23.8	23.8	Y	North	FC		
302.58	302.58	302.58	Y	North	FC	100%	
1	1	0	N	North	FC	100%	
0	0.11	0.15	N	North	FC		
0.21	0.28	0.29	N	North	FC		
0.4	0.4	0	N	North	ID	100%	C7 - Waiting for Bellota-Warnerville 230 kV reconductoring, Wilson - Le Grand 115 kV line rec
1	1	0	N	North	ID	100%	C8 - Waiting for Bellota-Warnerville 230 kV reconductoring, Wilson - Le Grand 115 kV line rec
1	1	0	N	North	ID	100%	C8 - Waiting for Bellota-Warnerville 230 kV reconductoring, Wilson - Le Grand 115 kV line rec
0.8	0.8	0	N	North	ID	100%	C7 - Waiting for Bellota-Warnerville 230 kV reconductoring, Wilson - Le Grand 115 kV line rec
0.02	0.02	0	N	North	FC	100%	
0.11	0.11	0	N	North	FC	100%	
96	96	96	Y	North	FC		
0	2.94	1.72	N	North	FC		
0	0	0	N	North	EO		
15.12	22.68	24.57	N	South	FC		
0.4	0.4	0	N	North	FC		
0.09	0.09	0	N	North	FC		
0.03	0.03	0	N	North	ID	100%	18DGD Waiting for Modify QC8SPS-02 and many other
0.75	0.53	0.4	N	North	FC		
9.6	9.6	9.6	Y	North	FC	96%	
210	210	210	Y	North	FC		
0.1	0.1	0	N	North	FC		
0	0	0	N	North	EO		
0	0	0	N	North	EO		
3.36	3.36	3.36	Y	North	FC	96%	
0	0	0	N	North	FC		
0	0	0	N	South	FC		
593.16	593.16	593.16	Y	North	FC		
0.24	0.36	0.39	N	South	FC		
0.6	0.9	0.98	N	South	FC		
0	0	0.18	N	South	FC		
0.03	0.03	0	N	South	FC		
0.06	0.06	0	N	South	FC		
10	10	10	Y	South	FC		
10	10	10	Y	South	FC		
0.11	0.11	0	N	South	FC		
0.03	0.03	0	N	South	FC		
0.02	0.02	0	N	South	FC		
0	0	0.17	N	South	FC		
46	46	46	Y	South	FC		
1.71	1.54	1.2	Y	South	FC		
0.01	0.01	0.01	N	North	FC		
46	46.5	46.8	Y	North	FC		
0	0	0	N	North	FC		
47.2	47.2	47.2	Y	South	FC		
1.2	1.2	0	N	North	FC		
0	0	0	N	North	EO		
14	12.9	11.28	Y	South	FC		
0.4	0.4	0	N	South	FC		
0	0	0	N	South	FC		
2.19	0.88	1.05	N	North	FC		
1	1	1	Y	South	FC		
4.94	4.95	5	N	South	FC		
0.63	0.64	0.64	N	South	FC		
3.05	4.58	4.96	N	South	FC		
0.01	0.01	0.02	N	North	FC		
510	510	510	Y	North	FC		
510	510	510	Y	North	FC		
419.25	419.25	419.25	Y	South	PD	419.25	
44	44	44	Y	South	FC		
45	45	45	Y	South	FC		
30	30	30	Y	South	ID	100%	waiting for RAS
0.3	0.3	0	N	North	FC		
3.52	3.83	3.74	N	South	FC		
3.3	3.3	0	N	South	ID	100%	Waiting for: Desert Area upgrades
2.02	2.02	0	N	South	ID	100%	Hybrid - However Solar is FCDS and BESS is EO - Waiting for: Desert Area upgrades
3.04	3.04	0	N	South	ID	100%	Waiting for: Desert Area upgrades
0.44	0.51	0.51	N	South	FC		
0.6	0.6	0	N	North	FC	100%	
0.8	0.8	0	N	North	FC	100%	
0.6	0.6	0	N	North	FC	100%	
29.95	35.34	39.5	N	North	FC		
3.55	5.33	5.77	N	South	FC		
1.78	2.66	2.89	N	South	FC		
1.8	2.69	2.92	N	South	FC		
0	0	0	N	South	EO		
12	12	12	Y	North	FC		
2.64	8.64	29.71	Y	North	FC		
55	55	55	Y	South	FC		NQC reduction required due to transfer of deliverability to a new resource. (Adjustment already
31	31	31	Y	North	FC		
28	28	28	Y	North	FC		
0	0	0	Y	North	FC		

ESS now has FCD

conducting and possibly oth
conducting and possibly oth
conducting and possibly oth
conducting and possibly oth

ly applied Jan-Der

52.73	52.73	52.73	Y	North	FC		
1.32	1.32	0	N	South	FC		
0.04	0.04	0.04	N	North	FC		
0.36	0.13	0.31	N	North	FC		
3.49	3.57	3.44	N	North	ID	100%	15DGD Waiting for Moraga-Castro Valley 230 kV Capacity Increase and possibly other
0	0	0.9	N	North	FC		
0.5	0.76	0.82	N	South	FC		
0.72	1.08	1.17	N	South	FC		
0.27	0.4	0.44	N	South	FC		
0.33	0.49	0.53	N	South	FC		
0.31	0.46	0.5	N	South	FC		
0.54	0.81	0.88	N	South	FC		
1.41	1.41	0.62	N	North	FC		
55	55	55	Y	North	FC		
55	55	55	Y	North	FC		
55	55	55	Y	North	FC		
0	0	0	N	North	EO		
2.23	3.34	3.62	N	South	FC		
0.28	0.42	0.46	N	South	FC		
0	0	0	N	South	EO		
0.06	0.06	0	N	South	FC		
0	0	0	N	South	EO		
0.4	0.4	0	N	South	FC		
0	0	0	N	South	EO		
21.2	31.8	34.45	N	South	FC		
96	96	96	Y	South	FC		
0.48	0.12	0.13	N	North	FC		
1.65	1.57	1.5	N	North	FC		
0.92	0.94	0.93	N	North	FC		
0.92	0.93	0.86	N	North	FC		
0.4	0.4	0	N	North	FC		
3.13	3.13	3.13	Y	South	FC		
24.04	25.72	26.14	N	South	FC		
0	0	0	N	South	FC		
0.01	0	0.01	N	South	FC		
0.4	0.4	0	N	North	FC		
0.4	0.4	0	N	North	FC		
0	0.28	0.16	N	North	FC		
72.7	74.72	76	Y	South	FC		
73.3	75.04	76	Y	South	FC		
76.39	78.14	78.09	Y	South	FC		
81.44	81.44	81.44	Y	South	FC		
6.24	5.36	0	N	North	FC		
0.06	0	0	N	North	FC		
0.03	0.03	0	N	North	FC	100%	
741.27	741.27	741.27	Y	South	FC		
750	750	750	Y	South	FC		
0	0	0	N	North	EO		
0	0	0	N	North	EO		
7.5	7.5	7.5	Y	North	FC		
0.06	0.06	0	N	North	FC		
18	18	18	Y	South	FC		
37.2	37.2	37.2	Y	South	FC		FCDs to 37.2 MW maximum.
603.6	603.6	603.6	Y	South	FC		
0	2.08	3.38	N	North	FC		
10.4	10.52	10.58	N	North	FC		
13.76	11.48	12.79	N	North	FC		
0.54	0.41	0.63	N	South	FC		
0	0	0	N	South	EO		
0	0	0	Y	South	FC		
0.35	0.37	0.09	N	South	FC		
0	0	0	Y	South	FC		
0	0	0	N	North	EO		
4.5	4.5	4.5	N	North	FC		
588.21	588.21	588.21	Y	South	FC		
2.4	3.6	3.9	N	South	FC		
14.96	10.96	15.76	Y	North	FC		
0.19	0.19	0	N	South	FC		
1.51	1.52	1.53	N	North	ID	100%	15DGD Waiting for Moraga-Castro Valley 230 kV Capacity Increase and possibly other
6.59	7.31	7.4	N	North	FC	100%	
46	46	46	Y	South	FC		
0.03	0.03	0	N	North	FC		
0.1	0.1	0.1	Y	North	FC		
0.1	0.1	0.1	Y	North	FC		
0.15	0.18	0.18	Y	North	FC		
0.13	0.18	0.18	Y	North	FC		
0.77	0	0	Y	North	FC		
0.5	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.12	0	0	Y	North	FC		
4.2	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.11	0	0	Y	North	FC		
0.35	0	0	Y	North	FC		
0.27	0.4	0.79	Y	North	FC		
0.1	0.12	0.12	Y	North	FC		
0.1	0.1	0.1	Y	North	FC		
0.1	0.12	0.12	Y	North	FC		
0.1	0.1	0.1	Y	North	FC		
0.8	0	0	Y	North	FC		
0.92	0	0	Y	North	FC		
0.5	0	0	Y	North	FC		

PGEB_2_PDRP103	Bay Area	PGEB_2_PDRP103											
PGEB_2_PDRP105	Bay Area	PGEB_2_PDRP105	0.66	0.66	0.81	0.81	0	0	0	0	0	0	0
PGEB_2_PDRP106	Bay Area	PDR-F PGEB					1.37	1.53	1.65	1.57	1.7		
PGEB_2_PDRP107	Bay Area	VLTS_PDR_PGEB_0								0.25	0.3		
PGEB_2_PDRP21	Bay Area	PGEB_2_PDRP21	0	0.1	0.12	0.1	0.1	0.23	0.2	0.2	0.2	0.2	0.2
PGEB_2_PDRP22	Bay Area	PGEB_2_PDRP22	0	0.1	0.12	0.1	0.12	0.31	0.2	0.27	0.19		
PGEB_2_PDRP23	Bay Area	PGEB_2_PDRP23	0	0.1	0.12	0.1	0.1	0.25	0.2	0.2	0.2	0.2	0.2
PGEB_2_PDRP24	Bay Area	PGEB_2_PDRP24	0	0.1	0.12	0.1	0.12	0.31	0.2	0.27	0.19		
PGEB_2_PDRP25	Bay Area	PGEB_2_PDRP25	0	0.1	0.12	0.1	0.1	0.25	0.2	0.2	0.2	0.2	0.2
PGEB_2_PDRP26	Bay Area	PGEB_2_PDRP26	0	0.1	0.12	0.1	0.12	0.31	0.2	0.27	0.19		
PGEB_2_PDRP27	Bay Area	PGEB_2_PDRP27	0	0.1	0.12	0.1	0.1	0.25	0.2	0.2	0.2	0.2	0.2
PGEB_2_PDRP28	Bay Area	PGEB_2_PDRP28	0	0.1	0.12	0.1	0.12	0.28	0.2	0.27	0.16		
PGEB_2_PDRP29	Bay Area	PGEB_2_PDRP29	0	0.1	0.12	0.1	0.17	0.25	0.2	0.2	0.19		
PGEB_2_PDRP30	Bay Area	PGEB_2_PDRP30	0	0.1	0.12	0.1	0.12	0.27	0.1	0.27	0.14		
PGEB_2_PDRP31	Bay Area	PGEB_2_PDRP31	0	0.16	0.21	0.12	0.13	0.25	0.18	0.17	0.16		
PGEB_2_PDRP34	Bay Area	PGEB_2_PDRP34	0	0	0	0	0	0	0.25	0.32	0.32		
PGEB_2_PDRP35	Bay Area	PGEB_2_PDRP35	0	0	0	0	0	0	0.25	0.32	0.32		
PGEB_2_PDRP36	Bay Area	PGEB_2_PDRP36	0	0	0	0	0	0	0.25	0.32	0.32		
PGEB_2_PDRP37	Bay Area	PGEB_2_PDRP37	0	0	0	0	0	0	0.25	0.31	0.31		
PGEB_2_PDRP40	Bay Area	PGEB_2_PDRP40	0	0	0	0	0	0	0.25	0.31	0.31		
PGEB_2_PDRP41	Bay Area	PGEB_2_PDRP41	0	0	0	0	0	0	0.25	0.31	0.31		
PGEB_2_PDRP42	Bay Area	PGEB_2_PDRP42	0	0	0	0	0	0	0.95	0.94	0.95		
PGEB_2_PDRP43	Bay Area	PGEB_2_PDRP43	0	0	0	0.1	0.11	0.3	0.3	0.31	0.28		
PGEB_2_PDRP44	Bay Area	PGEB_2_PDRP44	0	0	0	0.1	0.11	0.3	0.31	0.34	0.28		
PGEB_2_PDRP45	Bay Area	PGEB_2_PDRP45	0	0	0	0.1	0.11	0.3	0.31	0.31	0.28		
PGEB_2_PDRP46	Bay Area	PGEB_2_PDRP46	0	0	0	0.1	0.11	0.3	0.31	0.34	0.28		
PGEB_2_PDRP47	Bay Area	PGEB_2_PDRP47	0.3	0.3	0.3	0.25	0.2	0.39	0.4	0.4	0.4		
PGEB_2_PDRP48	Bay Area	PGEB_2_PDRP48	0	0	0	0	0	0.2	0.2	0.6	0.93		
PGEB_2_PDRP49	Bay Area	PGEB_2_PDRP49	0	0	0	0	0	0.2	0.2	0.6	0.95		
PGEB_2_PDRP50	Bay Area	PGEB_2_PDRP50	0	0	0	0	0	0	0.25	0.31	0.31		
PGEB_2_PDRP51	Bay Area	PGEB_2_PDRP51	0	0	0	0	0	0	0.25	0.3	0.3		
PGEB_2_PDRP52	Bay Area	PGEB_2_PDRP52	0.5	0.5	0.5	0.96	0.7	0.5	0	0	0		
PGEB_2_PDRP53	Bay Area	PGEB_2_PDRP53	0	0	0	0	0	0	0.95	0.95	0.9		
PGEB_2_PDRP54	Bay Area	PGEB_2_PDRP54	0	0	0	0	0	0	0.95	0.95	0.14		
PGEB_2_PDRP55	Bay Area	PGEB_2_PDRP55	0	0	0	0	0	0	0.98	0.98	0.98		
PGEB_2_PDRP56	Bay Area	PGEB_2_PDRP56	0	0	0	0	0	0	0.97	0.97	0.97		
PGEB_2_PDRP57	Bay Area	PGEB_2_PDRP57	0	0	0	0	0.95	0	0	0	0.2		
PGEB_2_PDRP60	Bay Area	PGEB_2_PDRP60	1.52	1.52	2.5	2.5	3.19	3.5	3.81	2.5	2.02		
PGEB_2_PDRP61	Bay Area	PGEB_2_PDRP61	0.8	0.81	0.82	0.84	0.89	0.97	0.65	0.65	0.46		
PGEB_2_PDRP62	Bay Area	PGEB_2_PDRP62	2.42	2.45	2.47	2.56	2.7	2.93	3	2.5	0		
PGEB_2_PDRP63	Bay Area	PGEB_2_PDRP63	0.66	0.66	0.99	0.99	0	0	0	0	0		
PGEB_2_PDRP64	Bay Area	PGEB_2_PDRP64	0.32	0.33	0.33	0.34	0.36	0	0	0.35	0.72		
PGEB_2_PDRP65	Bay Area	PGEB_2_PDRP65	0.48	0.49	0.49	0.51	0.54	0	0	0	0.48		
PGEB_2_PDRP66	Bay Area	PGEB_2_PDRP66	0.4	0.41	0.41	0.43	0.45	0.29	0.35	0	0.26		
PGEB_2_PDRP67	Bay Area	PGEB_2_PDRP67						0.39	0.75	0.9	2.12		
PGEB_2_PDRP68	Bay Area	PGEB_2_PDRP68						1.15	0.27	0.65	0.36		
PGEB_2_PDRP69	Bay Area	PGEB_2_PDRP69						0.97	0.35	0.65	0		
PGEB_2_PDRP78	Bay Area	PGEB_2_PDRP78	0.8	0.81	0.81	0.84	0.89	0	0	0	0.99		
PGEB_2_PDRP79	Bay Area	PGEB_2_PDRP79	0.8	0.81	0.81	0.84	0.89	0.61	0.31	0.15	0.99		
PGEB_2_PDRP80	Bay Area	PGEB_2_PDRP80	0.48	0.49	0.49	0.51	0.54	0.59	0	0	0		
PGEB_2_PDRP81	Bay Area	PGEB_2_PDRP81	0.4	0.4	0.41	0.42	0.45	0.49	0	0	0		
PGEB_2_PDRP93	Bay Area	VLTS_PDR_PGEB_1	0.5	0.5	0.9	0.9	0.9	0.9	0.9	0.9	0.9		
PGEB_2_PDRP94	Bay Area	PDR-E PGEB	0.4	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45		
PGEB_2_PDRP98	Bay Area	PGEB_2_PDRP98									0.3	0	
PGEB_2_PDRP99	Bay Area	PDR-D PGEB	0.1	0.1	0.1	0	0	0	0	0	0		
PGF1_2_PDRP03	Fresno	PGF1_2_PDRP03	0	0	0	0.74	0.74	0.2	0	0	0.3		
PGF1_2_PDRP04	Fresno	PGF1_2_PDRP04	0	0	0	0.61	0.71	0.17	0	0	0.2		
PGF1_2_PDRP100	Fresno	PDR-E PGF1	1.1	1.2	2	2	2	2.4	2.5	2.5	2.5		
PGF1_2_PDRP102	Fresno	PDR-F PGF1					0.76	0.87	1.54	1.47	1.42		
PGF1_2_PDRP11	Fresno	PGF1_2_PDRP11	0	0	0	0	0	0	0.95	0.95	0.7		
PGF1_2_PDRP16	Fresno	PGF1_2_PDRP16	0	0	0	0	0	0	0.95	0.95	0.7		
PGF1_2_PDRP17	Fresno	PGF1_2_PDRP17	0	0	0	0	0	0	0.95	0.95	0.7		
PGF1_2_PDRP18	Fresno	PGF1_2_PDRP18	0	0.1	0.16	0.15	0.26	0.56	0.5	0.45	0.54		
PGF1_2_PDRP19	Fresno	PGF1_2_PDRP19	0	0.1	0.14	0.15	0.25	0.64	0.55	0.59	0.58		
PGF1_2_PDRP20	Fresno	PGF1_2_PDRP20	0	0.1	0.16	0.15	0.2	0.56	0.55	0.45	0.54		
PGF1_2_PDRP21	Fresno	PGF1_2_PDRP21	0	0.1	0.14	0.15	0.25	0.64	0.55	0.59	0.58		
PGF1_2_PDRP24	Fresno	PGF1_2_PDRP24	0	0.1	0.15	0.15	0.2	0.56	0.55	0.45	0.54		
PGF1_2_PDRP25	Fresno	PGF1_2_PDRP25	0	0.1	0.14	0.15	0.25	0.64	0.56	0.59	0.58		
PGF1_2_PDRP26	Fresno	PGF1_2_PDRP26	0	0	0	0.2	0.2	0.51	0.55	0.4	0.54		
PGF1_2_PDRP27	Fresno	PGF1_2_PDRP27	0	0	0	0.3	0.28	0.64	0.56	0.59	0.58		
PGF1_2_PDRP28	Fresno	PGF1_2_PDRP28	0	0	0	0.2	0.2	0.51	0.55	0.4	0.49		
PGF1_2_PDRP29	Fresno	PGF1_2_PDRP29	0	0	0	0.15	0.28	0.64	0.56	0.59	0.58		
PGF1_2_PDRP30	Fresno	PGF1_2_PDRP30	0	0	0	0.15	0.2	0.51	0.53	0.5	0.49		
PGF1_2_PDRP36	Fresno	PGF1_2_PDRP36	0	0	0	0.15	0.28	0.64	0.56	0.59	0.58		
PGF1_2_PDRP37	Fresno	PGF1_2_PDRP37	0	0	0	0	0	0	0.95	0.95	0.95		
PGF1_2_PDRP38	Fresno	PGF1_2_PDRP38	0	0	0	0	0	0	0.95	0.95	0.95		
PGF1_2_PDRP39	Fresno	PGF1_2_PDRP39	0	0	0	0	0	0	0.95	0.95	0.95		
PGF1_2_PDRP40	Fresno	PGF1_2_PDRP40	0	0	0	0	0	0	0.94	0.16	0.16		
PGF1_2_PDRP41	Fresno	PGF1_2_PDRP41	0	0	0	0	0	0	0.95	0.95	0.73		
PGF1_2_PDRP42	Fresno	PGF1_2_PDRP42	0	0	0	0	0	0	0.95	0.95	0.8		
PGF1_2_PDRP43	Fresno	PGF1_2_PDRP43	0	0	0	0	0	0	0.95	0.95	0.8		
PGF1_2_PDRP44	Fresno	PGF1_2_PDRP44	0	0	0	0	0	0	0.95	0.95	0.8		
PGF1_2_PDRP45	Fresno	PGF1_2_PDRP45	0	0	0	0	0	0	0.95	0.95	0.8		
PGF1_2_PDRP46	Fresno	PGF1_2_PDRP46	0	0	0	0	0	0	0.95	0.95	0.8		
PGF1_2_PDRP47	Fresno	PGF1_2_PDRP47	0	0	0	0	0	0	0.95	0.95	0.8		
PGF1_2_PDRP48	Fresno	PGF1_2_PDRP48	0	0	0	0	0	0	0.7	0.7	0.7		
PGF1_2_PDRP49	Fresno	PGF1_2_PDRP49	0	0	0	0	0	0	0.7	0.7	0.7		
PGF1_2_PDRP50	Fresno	PGF1_2_PDRP50	0	0	0	0	0	0	0.6	0.6	0.6		
PGF1_2_PDRP51	Fresno	PGF1_2_PDRP51	0	0	0	0	0	0.2	0.2	0.6	0.95		
PGF1_2_PDRP52	Fresno	PGF1_2_PDRP52	0	0	0	0	0	0.15	0.2	0.6	0.95		
PGF1_2_PDRP53	Fresno	PGF1_2_PDRP53	0	0	0	0	0	0.2	0.2	0.6	0.9		
PGF1_2_PDRP54	Fresno	PGF1_2_PDRP54	0	0	0	0	0	0.15	0.2	0.6	0.9		
PGF1_2_PDRP55	Fresno	PGF1_2_PDRP55	0	0	0	0	0	0.2	0.2	0.6	0.9		

PGF1_2_PDRP56	Fresno	PGF1_2_PDRP56	0	0	0	0	0	0.15	0.2	0.6	0.9
PGF1_2_PDRP57	Fresno	PGF1_2_PDRP57	0	0	0	0	0	0	0.95	0.95	0.8
PGF1_2_PDRP58	Fresno	PGF1_2_PDRP58	0	0	0	0	0.95	0	0	0	0.95
PGF1_2_PDRP61	Fresno	PGF1_2_PDRP61	1.73	1.73	1.76	1.88	1.94	1.5	1.06	0.4	0
PGF1_2_PDRP62	Fresno	PGF1_2_PDRP62					0.89	0.95	0.99	0.99	0.99
PGF1_2_PDRP63	Fresno	PGF1_2_PDRP63	3.47	3.45	3.51	3.76	3.87	2	0.42	0.5	0
PGF1_2_PDRP64	Fresno	PGF1_2_PDRP64					0.89	0.96	0.98	0.99	0.99
PGF1_2_PDRP68	Fresno	PGF1_2_PDRP68	0.3	0.3	0.8	0.8	0	0	0	0	0
PGF1_2_PDRP70	Fresno	PGF1_2_PDRP70									
PGF1_2_PDRP72	Fresno	PGF1_2_PDRP72	0.86	0.87	0.87	0.93	0.96	0.99	0.8	0.4	0.5
PGF1_2_PDRP73	Fresno	PGF1_2_PDRP73	0.86	0.85	0.86	0.92	0.95	0.98	0	0.45	0.79
PGF1_2_PDRP74	Fresno	PGF1_2_PDRP74						2.7	2.32	0.8	1.36
PGF1_2_PDRP75	Fresno	PGF1_2_PDRP75						0.79	0.5	0.65	0.78
PGF1_2_PDRP77	Fresno	PGF1_2_PDRP77	0.86	0.85	0.87	0.93	0.96	0.99	0	0.15	0.99
PGF1_2_PDRP78	Fresno	PGF1_2_PDRP78	0.86	0.85	0.87	0.93	0.96	0	0	0.5	0
PGF1_2_PDRP79	Fresno	PGF1_2_PDRP79								0.3	0
PGF1_2_PDRP80	Fresno	PGF1_2_PDRP80								0.65	0
PGF1_2_PDRP81	Fresno	PGF1_2_PDRP81								0.25	0
PGF1_2_PDRP82	Fresno	PGF1_2_PDRP82								0.15	0
PGF1_2_PDRP83	Fresno	PGF1_2_PDRP83								0.15	0
PGF1_2_PDRP92	Fresno	VLTS_PDR_PGF1_0	2	2	1.9	1.9	1.9	2.9	1.8	1.3	2.6
PGF1_2_PDRP94	Fresno	PGF1_2_PDRP94									
PGF1_2_PDRP95	Fresno	PGF1_2_PDRP95									
PGF1_2_PDRP96	Fresno	PGF1_2_PDRP96									
PGFG_1_PDRP05	NCNB	PGFG_1_PDRP05	0	0.14	0.14	0.2	0.19	0.37	0.46	0.42	0.39
PGFG_1_PDRP13	NCNB	PGFG_1_PDRP13	0	0.14	0.14	0.2	0.19	0.37	0.46	0.42	0.42
PGFG_1_PDRP14	NCNB	PGFG_1_PDRP14	0.2	0.2	0.2	0.19	0.22	0.2	0	0	0.4
PGFG_1_PDRP15	NCNB	PGFG_1_PDRP15	0	0	0	0	0	0	0	0	0
PGFG_1_PDRP17	NCNB	PGFG_1_PDRP17	0	0	0	0	0	0.2	0.2	0.6	0.38
PGFG_1_PDRP19	NCNB	PGFG_1_PDRP19					0.7	0.92	0.99	0.99	0.99
PGFG_1_PDRP20	NCNB	PGFG_1_PDRP20	0.1	0.1	0.1	0.1	0	0	0	0	0
PGFG_1_PDRP21	NCNB	PGFG_1_PDRP21	0.78	0.81	0.82	0.63	0.87	0.91	0.45	0.3	0.34
PGFG_1_PDRP22	NCNB	PGFG_1_PDRP22	0	0	0	0.31	0.7	0.68	0.16	0.25	0
PGFG_1_PDRP23	NCNB	PGFG_1_PDRP23								0.15	0
PGFG_1_PDRP30	NCNB	PDR-D PGFG	0.55	0.6	0.66	0.67	0.7	0.67	0.66	0.62	0.6
PGFG_1_PDRP32	NCNB	PGFG_1_PDRP32	0	0	0	0	0	0.42	0	0.16	0.32
PGFG_1_PDRP37	NCNB	PGFG_1_PDRP37			0.3	0.3	0.3	0.3	0.3	0.3	0.3
PGFG_1_PDRP39	NCNB	PDR-F PGFG						0.34	0.39	0.35	0.3
PGHB_6_PDRP02	Humboldt	PGHB_6_PDRP02	0	0.16	0.17	0.19	0.21	0.16	0.21	0.18	0.18
PGHB_6_PDRP05	Humboldt	PGHB_6_PDRP05	0	0	0	0	0	0.16	0	0	0
PGHB_6_PDRP11	Humboldt	PGHB_6_PDRP11									
PGHB_6_PDRP17	Humboldt	PGHB_6_PDRP17			0.1	0.1	0.1	0.1	0.1	0.1	0.1
PGKN_2_PDRP02	Kern	PGKN_2_PDRP02	0.2	0.25	0.25	0.21	0.29	0.48	0.52	0.5	0.39
PGKN_2_PDRP06	Kern	PGKN_2_PDRP06	0.1	0.16	0.2	0.2	0.29	0.48	0.51	0.5	0.39
PGKN_2_PDRP07	Kern	PGKN_2_PDRP07	0.15	0.15	0.15	0.2	0.29	0.48	0.52	0.5	0.39
PGKN_2_PDRP08	Kern	PGKN_2_PDRP08	0	0	0	0.2	0.28	0.48	0.52	0.5	0.38
PGKN_2_PDRP09	Kern	PGKN_2_PDRP09	0	0	0	0.2	0.28	0.46	0.49	0.5	0.38
PGKN_2_PDRP12	Kern	PGKN_2_PDRP12	0	0	0	0.2	0.27	0.43	0.49	0.49	0.38
PGKN_2_PDRP13	Kern	PGKN_2_PDRP13	0	0	0	0	0	0.2	0.2	0.6	0.95
PGKN_2_PDRP14	Kern	PGKN_2_PDRP14	0	0	0	0	0	0.2	0.2	0.6	0.95
PGKN_2_PDRP15	Kern	PGKN_2_PDRP15	0	0	0	0	0	0	0	0	0.95
PGKN_2_PDRP16	Kern	PGKN_2_PDRP16	0	0	0	0	0	0	0	0	0.95
PGKN_2_PDRP17	Kern	PGKN_2_PDRP17								1.37	1.37
PGKN_2_PDRP24	Kern	PGKN_2_PDRP24						0.5	0	0.25	0
PGKN_2_PDRP25	Kern	PGKN_2_PDRP25	0.6	0.68	0.69	0.99	0.99	0.99	0.79	0.54	0
PGKN_2_PDRP32	Kern	VLTS_PDR_PGKN_1	1.5	1.5	2.6	2.6	2.6	2.6	1.7	1.7	2.6
PGKN_2_PDRP33	Kern	PGKN_2_PDRP33	0	0	0	0.6	0.7	0	0	0.15	0.31
PGKN_2_PDRP34	Kern	PGKN_2_PDRP34	0	0	0	0.56	0.6	0	0	0	0
PGKN_2_PDRP35	Kern	PGKN_2_PDRP35	0	0	0	0	0.51	0.75	0.17	0.25	0
PGKN_2_PDRP36	Kern	PGKN_2_PDRP36	0	0	0	0	0	0.89	0	0	0
PGKN_2_PDRP43	Kern	PGKN_2_PDRP43						0.5	0	0	0.32
PGKN_2_PDRP45	Kern	PDR-F PGKN					0.42	0.46	0.55	0.53	0.52
PGNB_2_PDRP02	NCNB	PGNB_2_PDRP02	0	0.15	0.16	0.13	0.11	0.22	0.26	0.26	0.26
PGNB_2_PDRP03	NCNB	PGNB_2_PDRP03	0	0.15	0.16	0.13	0.12	0.22	0.26	0.26	0.26
PGNB_2_PDRP15	NCNB	PGNB_2_PDRP15	0.1	0.1	0.1	0.29	0.2	0.39	0.4	0.4	0.4
PGNB_2_PDRP16	NCNB	PGNB_2_PDRP16	0	0	0	0	0	0.2	0.14	0.2	0
PGNB_2_PDRP19	NCNB	PGNB_2_PDRP19	0.61	0.61	0.3	0.3	0.8	0.8	0.9	0.99	0.99
PGNB_2_PDRP20	NCNB	PGNB_2_PDRP20									
PGNB_2_PDRP23	NCNB	PDR-E PGNB	0.85	0.85	0.85	0.85	0.85	0.85	0.84	0.8	0.8
PGNB_2_PDRP24	NCNB	PDR-D PGNB	0.35	0.35	0.35	0.36	0.4	0.4	0.4	0.4	0.4
PGNB_2_PDRP27	NCNB	PGNB_2_PDRP27	0.76	0.78	0.8	0.62	0.98	0.9	0.42	0.25	0.46
PGNB_2_PDRP30	NCNB	PGNB_2_PDRP30	0	0	0	0.3	0.57	0.45	0	0.3	0.1
PGNB_2_PDRP31	NCNB	PGNB_2_PDRP31	0	0	0	0	0	0.15	0	0.25	0
PGNB_2_PDRP34	NCNB	PGNB_2_PDRP34						0.24	0.22	0.3	0
PGNB_2_PDRP38	NCNB	PGNB_2_PDRP38			0.1	0.1	0.1	0.1	0.1	0.1	0.1
PGNB_2_PDRP39	NCNB	PDR-F PGNB					0.31	0.36	0.42	0.37	0.35
PGNC_1_PDRP01	NCNB	PGNC_1_PDRP01	0	0.13	0.15	0.13	0.23	0.34	0.4	0.42	0.43
PGNC_1_PDRP04	NCNB	PGNC_1_PDRP04	0	0.13	0.15	0.13	0.23	0.34	0.4	0.42	0.42
PGNC_1_PDRP06	NCNB	PGNC_1_PDRP06	0.1	0.1	0.1	0.3	0.33	0.39	0.4	0.4	0.4
PGNC_1_PDRP07	NCNB	PGNC_1_PDRP07	0	0	0	0	0	0.15	0.14	0.5	0.62
PGNC_1_PDRP14	NCNB	PGNC_1_PDRP14								0.2	0
PGNC_1_PDRP17	NCNB	PGNC_1_PDRP17	0.26	0.26	0.27	0.31	0.53	0.92	0.7	0.45	0.61
PGNC_1_PDRP19	NCNB	PGNC_1_PDRP19				0	0	0	0.4	0.2	0
PGNC_1_PDRP20	NCNB	PGNC_1_PDRP20				0	0	0	0	0.2	0
PGNC_2_PDRP13	NCNB	PGNC_2_PDRP13			0.1	0.1	0.1	0.1	0.1	0.1	0.1
PGNP_2_PDRP02	CAISO System	PGNP_2_PDRP02	0.49	0.4	0.4	0.3	0.3	0.2	0	0	0.45
PGNP_2_PDRP08	CAISO System	PGNP_2_PDRP08	0.5	0.5	0.4	0.29	0.29	0	0	0	0.45
PGNP_2_PDRP09	CAISO System	PGNP_2_PDRP09	0	0	0	0	0.95	0	0	0	0.95
PGNP_2_PDRP10	CAISO System	PGNP_2_PDRP10	0	0	0	0	0.27	0	0	0	0.4
PGNP_2_PDRP11	CAISO System	PGNP_2_PDRP11	0	0	0	0	0	0	0.81	0.83	0.8
PGNP_2_PDRP16	CAISO System	PGNP_2_PDRP16	0	0.14	0.16	0.13	0.2	0.41	0.47	0.48	0.5
PGNP_2_PDRP17	CAISO System	PGNP_2_PDRP17	0	0.14	0.16	0.13	0.2	0.41	0.47	0.48	0.48
PGNP_2_PDRP18	CAISO System	PGNP_2_PDRP18	0	0.14	0.16	0.13	0.2	0.41	0.47	0.48	0.5

0	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0.87	0	0	Y	North	FC
0	0	0	Y	North	FC
0.15	0	0	Y	North	FC
0	0	0	Y	North	FC
0.5	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0.88	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0.54	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
1.8	0	0	Y	North	FC
0.12	0	0	Y	North	FC
0.11	0	0	Y	North	FC
0.25	0	0	Y	North	FC
0.21	0.2	0.2	Y	North	FC
0.21	0.15	0.15	Y	North	FC
0.2	0.19	0.19	Y	North	FC
0	0.2	0.2	Y	North	FC
0	0	0	Y	North	FC
0.16	0	0	Y	North	FC
0	0	0	Y	North	FC
0.32	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0.1	0	0	Y	North	FC
0.3	0	0	Y	North	FC
0.29	0	0	Y	North	FC
0.23	0.12	0.12	Y	North	FC
0	0	0	Y	North	FC
0.72	0	0	Y	North	FC
0.1	0	0	Y	North	FC
0.42	0.2	0.18	Y	North	FC
0.39	0.2	0.17	Y	North	FC
0.39	0.2	0.17	Y	North	FC
0.39	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
1.37	0.46	0.43	Y	North	FC
0	0	0	Y	North	FC
0.13	0	0	Y	North	FC
1.8	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0.48	0	0	Y	North	FC
0.15	0.22	0.22	Y	North	FC
0.15	0.1	0.1	Y	North	FC
0.15	0.4	0.4	Y	North	FC
0	0	0	Y	North	FC
0.67	0	0	Y	North	FC
0.5	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0.16	0	0	Y	North	FC
0.1	0	0	Y	North	FC
0.33	0	0	Y	North	FC
0.1	0	0	Y	North	FC
0.32	0	0	Y	North	FC
0.33	0.26	0.26	Y	North	FC
0.33	0.17	0.17	Y	North	FC
0.4	0.4	0.4	Y	North	FC
0	0	0	Y	North	FC
0.16	0	0	Y	North	FC
0.13	0	0	Y	North	FC
0.36	0	0	Y	North	FC
0	0	0	Y	North	FC
0.1	0	0	Y	North	FC
0.63	0.6	0.6	Y	North	FC
0.64	0.46	0.46	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0	0	0	Y	North	FC
0.4	0.2	0.2	Y	North	FC
0.4	0.2	0.2	Y	North	FC
0.4	0.2	0.2	Y	North	FC

PGSB_1_PDRP87	Bay Area	VLTS_PDR_PGSB_1	2.5	2.5	2.1	2.1	0.9	0.9	0.5	0.5	0.9
PGSB_1_PDRP89	Bay Area	PGSB_1_PDRP89	0.4	0.41	0.41	0.43	0	0	0	0.3	0.83
PGSB_1_PDRP90	Bay Area	PGSB_1_PDRP90	0.5	0.51	0.51	0.53	0	0.61	0.36	0.36	0
PGSB_1_PDRP91	Bay Area	PGSB_1_PDRP91	0.32	0.33	0.33	0.34	0.36	0	0	0	0
PGSB_1_PDRP92	Bay Area	PGSB_1_PDRP92	0.72	0.72	0.75	0.77	0	0.87	0.45	0.45	0
PGSF_2_PDRP03	Bay Area	PGSF_2_PDRP03	0	0.1	0.16	0.11	0.17	0.11	0.19	0.19	0.13
PGSF_2_PDRP04	Bay Area	PGSF_2_PDRP04	0	0.15	0.16	0.1	0.1	0.11	0.11	0.11	0.11
PGSF_2_PDRP08	Bay Area	PGSF_2_PDRP08	0	0	0.15	0.12	0.12	0.2	0	0	0.35
PGSF_2_PDRP12	Bay Area	PGSF_2_PDRP12	0	0	0	0.12	0.17	0	0	0	0
PGSF_2_PDRP18	Bay Area	PGSF_2_PDRP18	0	0	0	0	0	0.12	0.2	0.5	0
PGSF_2_PDRP33	Bay Area	PGSF_2_PDRP33						0.6	0.88	0.9	0.99
PGSF_2_PDRP34	Bay Area	PGSF_2_PDRP34									
PGSF_2_PDRP36	Bay Area	PGSF_2_PDRP36	0.8	0.81	0.81	0.84	0.89	0.97	0.5	0.5	0.59
PGSF_2_PDRP44	Bay Area	PDR-E PGSF	0.15	0.15	0.15	0.15	0.15	0.15	0.19	0.19	0.19
PGSF_2_PDRP49	Bay Area	VLTS_PDR_PGSF_1	0.5	0.5	0.85	0.85	0.85	0.85	0.5	0.5	0.85
PGSF_2_PDRP50	Bay Area	PGSF_2_PDRP50	0.3	0.3	0.3	0.3	0	0	0	0	0
PGSF_2_PDRP52	Bay Area	PGSF_2_PDRP52	0.8	0.81	0.81	0.84	0.89	0.97	0.16	0.3	0
PGSF_2_PDRP53	Bay Area	PGSF_2_PDRP53	0.41	0.42	0.42	0.43	0.46	0.5	0	0.7	0
PGSF_2_PDRP54	Bay Area	PGSF_2_PDRP54	0.4	0.41	0.42	0.44	0.45	0.49	0	0.15	0
PGSF_2_PDRP55	Bay Area	PDR-F PGSF					0.34	0.38	0.31	0.32	0.31
PGSI_1_PDRP02	Sierra	PGSI_1_PDRP02	0	0.17	0.18	0.18	0.26	0.54	0.56	0.59	0.56
PGSI_1_PDRP09	Sierra	PGSI_1_PDRP09	0	0.12	0.18	0.18	0.2	0.47	0.56	0.47	0.42
PGSI_1_PDRP10	Sierra	PGSI_1_PDRP10	0	0.17	0.18	0.18	0.31	0.55	0.56	0.59	0.56
PGSI_1_PDRP11	Sierra	PGSI_1_PDRP11	0	0.12	0.18	0.18	0.26	0.5	0.5	0.5	0.49
PGSI_1_PDRP12	Sierra	PGSI_1_PDRP12	0	0.12	0.18	0.23	0.26	0.5	0.56	0.5	0.48
PGSI_1_PDRP15	Sierra	PGSI_1_PDRP15	0	0.17	0.18	0.23	0.26	0.5	0.54	0.5	0.48
PGSI_1_PDRP16	Sierra	PGSI_1_PDRP16	0	0.17	0.18	0.23	0.26	0.5	0.5	0.5	0.48
PGSI_1_PDRP17	Sierra	PGSI_1_PDRP17	0	0	0	0.12	0.12	0.2	0	0	0
PGSI_1_PDRP20	Sierra	PGSI_1_PDRP20	0	0	0	0	0	0	0	0	0
PGSI_1_PDRP21	Sierra	PGSI_1_PDRP21	0	0	0	0.18	0.26	0.3	0.49	0.2	0.4
PGSI_1_PDRP22	Sierra	PGSI_1_PDRP22	0.3	0.3	0.2	0.18	0.26	0.3	0	0	0
PGSI_1_PDRP23	Sierra	PGSI_1_PDRP23	0	0	0	0	0	0.2	0.2	0.2	0.85
PGSI_1_PDRP24	Sierra	PGSI_1_PDRP24	0	0	0	0	0	0	0	0.2	0.85
PGSI_1_PDRP25	Sierra	PGSI_1_PDRP25	0	0	0	0	0	0	0.95	0.95	0.95
PGSI_1_PDRP26	Sierra	PGSI_1_PDRP26	0	0	0	0	0	0	0.61	0.61	0.61
PGSI_1_PDRP27	Sierra	PGSI_1_PDRP27	0.29	0.26	0.2	0.33	0.88	0.88	0.8	0.8	0.9
PGSI_1_PDRP28	Sierra	PGSI_1_PDRP28	0	0	0	0	0	0	0.59	0.59	0.59
PGSI_1_PDRP29	Sierra	PGSI_1_PDRP29	0	0	0	0	0.95	0	0	0	0.5
PGSI_1_PDRP31	Sierra	PGSI_1_PDRP31					0.44	0.9	0.96	0.99	0.99
PGSI_1_PDRP33	Sierra	PGSI_1_PDRP33	0.3	0.3	0.26	0.26	0	0	0	0	0
PGSI_1_PDRP35	Sierra	PGSI_1_PDRP35	0.8	0.8	0.8	0.95	0.9	0.95	0.47	0.3	0.6
PGSI_1_PDRP36	Sierra	PGSI_1_PDRP36	0.43	0.43	0.48	0.8	0.76	0.95	0.65	0.7	0.82
PGSI_1_PDRP37	Sierra	PGSI_1_PDRP37	0	0	0	0	0.6	0.48	0.55	0.55	0
PGSI_1_PDRP39	Sierra	VLTS_PDR_PGSI_01	1.5	1.5	1.7	1.7	1.7	1.7	0.95	0.95	1.7
PGSI_1_PDRP42	Sierra	PGSI_1_PDRP42	0	0	0	0	0.6	0.48	0.36	0.15	0.11
PGSI_1_PDRP43	Sierra	PGSI_1_PDRP43	0	0	0	0	0	0.73	0.21	0	0
PGSI_1_PDRP44	Sierra	PGSI_1_PDRP44							0	0	0
PGSI_1_PDRP47	Sierra	PDR-E PGSI	0.31	0.31	0.42	0.42	0.42	0.42	0.42	0.42	0.42
PGSI_1_PDRP48	Sierra	PGSI_1_PDRP48									
PGSI_1_PDRP49	Sierra	PGSI_1_PDRP49									
PGSI_1_PDRP50	Sierra	PDR-F PGSI					0.72	0.81	1.24	1.31	1.29
PGST_2_PDRP01	Stockton	PGST_2_PDRP01	0	0	0	0	0.88	0	0	0	0.95
PGST_2_PDRP03	Stockton	PGST_2_PDRP03	0.38	0.37	0.39	0.48	0.56	0.96	1.23	1.2	0.8
PGST_2_PDRP07	Stockton	PGST_2_PDRP07								0.63	0.63
PGST_2_PDRP09	Stockton	PGST_2_PDRP09	0	0	0	0	0	0.15	0.15	0.5	0.9
PGST_2_PDRP16	Stockton	PGST_2_PDRP16	0.2	0.2	0.1	0.1	0.52	0.92	0.2	0.99	0.99
PGST_2_PDRP21	Stockton	PDR-D PGST	0.1	0.1	0.1	0.1	0	0	0	0	0.17
PGST_2_PDRP22	Stockton	VLTS_PDR_PGST_1	2	2	0.7	0.7	0.7	0.7	0.7	0.7	0.7
PGST_2_PDRP23	Stockton	PDR-E PGST	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
PGST_2_PDRP24	Stockton	PDR-F PGST					0.27	0.3	0.45	0.46	0.42
PGST_2_PDRP32	Stockton	PGST_2_PDRP32	0.8	0.8	0.8	0.85	0.76	0.93	0.55	0.45	0.38
PGST_2_PDRP33	Stockton	PGST_2_PDRP33	0.36	0.38	0.44	0.8	0.76	0.93	0.47	0.4	0.19
PGST_2_PDRP34	Stockton	PGST_2_PDRP34	0	0	0	0	0.39	0.47	0	0.2	0
PGST_2_PDRP35	Stockton	PGST_2_PDRP35	0	0	0	0	0.49	0.58	0.17	0.3	0.3
PGZP_2_PDRP02	CAISO System	PGZP_2_PDRP02	0	0.15	0.16	0.14	0.16	0.26	0.34	0.33	0.35
PGZP_2_PDRP07	CAISO System	PGZP_2_PDRP07	0	0.15	0.16	0.14	0.16	0.26	0.34	0.33	0.33
PGZP_2_PDRP08	CAISO System	PGZP_2_PDRP08	0	0	0	0.12	0.12	0.2	0	0	0.4
PGZP_2_PDRP09	CAISO System	PGZP_2_PDRP09	0	0	0	0	0	0.15	0.15	0.5	0.9
PGZP_2_PDRP10	CAISO System	PGZP_2_PDRP10	0	0	0	0	0	0.15	0.15	0.5	0.9
PGZP_2_PDRP11	CAISO System	PGZP_2_PDRP11	0.1	0.1	0.1	0.24	0.2	0.4	0.54	0.78	0.35
PGZP_2_PDRP17	CAISO System	PGZP_2_PDRP17	0	0	0	0	0.93	0	0	0	0.8
PGZP_2_PDRP18	CAISO System	PGZP_2_PDRP18	0	0	0	0	0.61	0	0	0	0
PGZP_2_PDRP25	CAISO System	PGZP_2_PDRP25	0.27	0.27	0.99	0.99	0.8	0.95	0.99	0.99	0.99
PGZP_2_PDRP26	CAISO System	PGZP_2_PDRP26	0.74	0.74	0.31	0.31	0.89	0.98	0.98	0.99	0.99
PGZP_2_PDRP27	CAISO System	PGZP_2_PDRP27									
PGZP_2_PDRP29	CAISO System	PGZP_2_PDRP29	0.9	0.9	0.9	0.9	0.9	0.96	0.46	0.45	0.25
PGZP_2_PDRP30	CAISO System	PGZP_2_PDRP30	0.9	0.9	0.9	0.9	0.9	0.96	0.4	0.4	0.28
PGZP_2_PDRP31	CAISO System	PGZP_2_PDRP31	0.57	0.57	0.59	0.9	0.86	0.8	0.2	0.15	0
PGZP_2_PDRP32	CAISO System	PGZP_2_PDRP32	0.57	0.57	0.57	0.5	0.52	0	0	0	0
PGZP_2_PDRP33	CAISO System	PGZP_2_PDRP33	0.47	0.44	0.56	0.5	0.62	0.39	0	0.55	0
PGZP_2_PDRP34	CAISO System	PGZP_2_PDRP34	0	0	0	0.36	0.52	1.16	1.11	0.8	0.28
PGZP_2_PDRP35	CAISO System	PGZP_2_PDRP35	0	0	0	0	0	0.47	0.2	0.2	0.55
PGZP_2_PDRP36	CAISO System	PGZP_2_PDRP36	0	0	0	0	0.8	0.98	0.92	0.95	0.42
PGZP_2_PDRP45	CAISO System	VLTS_PDR_PGZP_1	0.5	0.5	0.8	0.8	0.8	0.8	0.5	0.5	1.7
PGZP_2_PDRP47	CAISO System	PDR-F PGZP					0.34	0.39	0.32	0.31	0.32
PHOENX_1_UNIT	Stockton	PHOENIX PH	0.57	0.6	0.88	0.85	0.88	0.84	0.91	0.9	0.83
PINFLT_7_UNITS	Fresno	PINE FLAT HYDRO /	0	0	19	59.85	80.2	134.84	130.9	62.3	21.75
PIOPIC_2_CTG1	San Diego-IV	Pio Pico Unit 1	111.3	111.3	111.3	111.3	111.3	111.3	111.3	111.3	111.3
PIOPIC_2_CTG2	San Diego-IV	Pio Pico Unit 2	112.7	112.7	112.7	112.7	112.7	112.7	112.7	112.7	112.7
PIOPIC_2_CTG3	San Diego-IV	Pio Pico Unit 3	112	112	112	112	112	112	112	112	112
PIT1_6_FRIVRA	CAISO System	Fall River Mills Projec	0.06	0.05	0.27	0.23	0.24	0.47	0.59	0.41	0.21
PIT1_7_UNIT 1	CAISO System	PIT PH 1 UNIT 1	19.6	18	18.6	18	17.6	15.8	10.8	9.2	9.2
PIT1_7_UNIT 2	CAISO System	PIT PH 1 UNIT 2	14.4	14.4	15.36	14.4	9.6	9.2	9.2	9.2	9.2

0.8	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.1	0.1	0.1	Y	North	FC		
0.1	0.05	0.05	Y	North	FC		
0.2	0.24	0.24	Y	North	FC		
0.2	0.24	0.24	Y	North	FC		
0	0	0	Y	North	FC		
0.51	0	0	Y	North	FC		
0.5	0	0	Y	North	FC		
0.27	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.6	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.29	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.29	0	0	Y	North	FC		
0.4	0.1	0.1	Y	North	FC		
0.35	0.18	0.18	Y	North	FC		
0.4	0.1	0.1	Y	North	FC		
0.35	0.18	0.18	Y	North	FC		
0.35	0.18	0.18	Y	North	FC		
0.35	0.18	0.18	Y	North	FC		
0.35	0.18	0.18	Y	North	FC		
0.2	0.2	0.2	Y	North	FC		
0.2	0.2	0.2	Y	North	FC		
0.2	0.2	0.2	Y	North	FC		
0.2	0.2	0.2	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.55	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.56	0	0	Y	North	FC		
0.5	0	0	Y	North	FC		
0.27	0	0	Y	North	FC		
0.92	0	0	Y	North	FC		
0.99	0	0	Y	North	FC		
1.3	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.4	0	0	Y	North	FC		
0.73	0	0	Y	North	FC		
1.07	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.51	0.4	0.39	Y	North	FC		
0.63	0.53	0.56	Y	North	FC		
0	0	0	Y	North	FC		
0.1	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.5	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.36	0	0	Y	North	FC		
0.12	0	0	Y	North	FC		
0.35	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.61	0.1	0.1	Y	North	FC		
0.61	0.31	0.31	Y	North	FC		
0.2	0.26	0.26	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.66	0.53	0.48	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.98	0	0	Y	North	FC		
0.36	0	0	Y	North	FC		
0.5	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.23	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0	0	0	Y	North	FC		
0.3	0	0	Y	North	FC		
0.92	0	0	Y	North	FC		
0.4	0	0	Y	North	FC		
1.3	0	0	Y	North	FC		
0.33	0	0	Y	North	FC		
0.33	0.32	0.54	N	North	FC		
12.75	0	0	Y	North	FC		
111.3	111.3	111.3	Y	South	ID	100%	106 MW with FC priority - the rest C10 waiting for Silvergate-Bay Boulevard 230 kV Reactor
112.7	112.7	112.7	Y	South	ID	100%	106 MW with FC priority - the rest C10 waiting for Silvergate-Bay Boulevard 230 kV Reactor
112	112	112	Y	South	ID	100%	106 MW with FC priority - the rest C10 waiting for Silvergate-Bay Boulevard 230 kV Reactor
0.03	0.03	0	N	North	ID	100%	18DGD Waiting for Modify QC8SPS-02 and possibly other
8	14.4	16	Y	North	FC		
6.4	14.4	14.4	Y	North	FC		

28.8	30.4	43.1	Y	North	FC		
41.4	45.2	52.2	Y	North	FC		
22.4	48	40	Y	North	FC		
50.4	31.2	32	Y	North	FC		
0	0	0.05	N	North	FC		
31.2	36.2	38	Y	North	FC		
30.64	37.6	38.8	Y	North	FC		
52.09	42.99	52.57	Y	North	FC		
53.68	44.68	42.06	Y	North	FC		
0.06	0.06	0	N	South	FC		
1.61	1.67	0.83	N	North	FC		
0	0	0	N	North	FC		
0	0	0	N	South	EO		
0.2	0.2	0	N	South	FC		
0	0	0	N	South	EO		
0	0	0	N	South	EO		
0	0	0	N	South	EO		
3.12	3.15	3.14	N	North	FC	100%	
0.2	0.2	0	N	South	FC		
0.4	0.4	0	N	North	FC	100%	
0.4	0.4	0	N	North	FC		
0.4	0.4	0	N	North	FC		
401	401	401	Y	North	FC		
113.41	118.23	119.47	Y	North	FC		
2.8	2.8	0	N	North	FC		
49.97	49.97	49.97	Y	North	FC		
52.01	52.01	52.01	Y	North	FC		
32.4	19.4	4	Y	North	FC		
20	6.4	1.6	Y	North	FC		
1.21	1.66	1.8	N	North	FC		
0	0	0	N	North	FC		
0	0	0	N	South	EO		
5	5	0	N	South	FC		
0	0	0	Y	North	EO		
0	0	0	N	North	FC		
6.16	6.8	6.85	N	South	FC		
0.04	0.04	0	N	North	FC	100%	
0.17	0.25	0.27	N	South	FC		
3	3	0	N	South	FC		
16	0	20	Y	North	FC		
0	0	16	Y	North	FC		
0	0	0	N	South	EO		
0	0	0	N	South	EO		
0	0.17	2.52	N	South	FC		
0	0.08	0.31	N	South	FC		
0	0	0.68	Y	South	FC		
0	0	0	N	South	EO		
0	0	0	N	South	EO		
44	44	44	Y	North	FC		
0.08	0.08	0	N	South	FC		
0.06	0.06	0	N	South	FC		
178.87	178.87	178.87	Y	South	FC		
175	175	175	Y	South	FC		
480	480	480	Y	South	FC		
0	0	0	N	North	EO		
0.8	1.2	1.3	N	South	FC		
0.17	0.17	0	N	North	ID	100%	16DGD Waiting for Moraga-Castro Valley 230 kV Line Capacity Increase and possibly other
0.04	0.04	0	N	North	ID	100%	16DGD Waiting for Moraga-Castro Valley 230 kV Line Capacity Increase and possibly other
0.06	0.11	0.25	N	North	FC		
3.86	0.65	0	N	North	FC		
0.31	0.06	0.09	N	North	FC		
0.19	0.19	0.21	N	North	FC		
0.06	0.06	0	N	South	FC		
0	0.62	6.2	Y	North	FC		
11.2	16.8	18.2	N	South	FC		
0.06	0.06	0	N	South	FC		
0.4	0.4	0	N	South	FC		
0.4	0.4	0	N	South	FC		
0.8	0.8	0	N	South	FC		
1.12	1.12	0	N	South	FC		
1.12	1.12	0	N	South	FC		
1.08	1.08	0	N	South	FC		
1.08	1.08	0	N	South	FC		
0.52	0.52	0	N	South	FC		
0.27	0.27	0	N	South	FC		
6.34	9.5	10.3	N	South	FC		
1.58	2.38	2.57	N	South	FC		
7.92	11.88	12.87	N	South	FC		
605.32	617.48	620.5	Y	North	FC		
47.6	47.6	47.6	Y	North	FC		
49	49	49	Y	South	FC		
49	49	49	Y	South	FC		
48.35	48.35	48.35	Y	South	FC		
48.5	48.5	48.5	Y	South	FC		
0.15	0.15	0	N	South	FC		
36	36	36	Y	South	FC		
0	0	0	N	North	EO		
21.68	23.08	23.81	N	North	FC		
5.6	8	25.82	Y	North	FC		
3.58	2.68	1.3	N	South	FC		
5.5	5.5	0	N	South	FC		
0.59	0.96	0.81	N	South	FC		
0	0	0	N	North	EO		

SANLOB_1_OSFBM1	CAISO System	HZIU Kompogas SLC	0	0	0	0	0	0	0	0	0
SANTFG_7_UNITS	NCNB	GEYSERS CALISTO	63	63	63	63	63	63	63	63	63
SANTGO_2_LNDFL1	LA Basin	Bowerman Power	17.55	18.93	19.49	17.31	18.7	18.64	18.08	18.73	18.8
SANTGO_2_MABBT1	LA Basin	Millikan Avenue BES	2	2	2	2	2	2	2	2	2
SANWD_1_QF	LA Basin	San Geronio Farms	4.34	3.72	8.68	7.75	7.75	10.23	7.13	6.51	4.65
SAUGUS_6_CREST	Big Creek-Ventura	East Portal Hydro	0	0	0	0	0	0	0	0	0
SAUGUS_6_MWDFTH	Big Creek-Ventura	Foothill Hydroelectric	6.16	4.49	4.15	5.67	5.25	4.87	4.95	4.76	5.36
SAUGUS_6_QF	Big Creek-Ventura	SAUGUS QFS	0.03	0.04	0.09	0.3	0.41	0.62	0.54	0.45	0.65
SAUGUS_7_CHQCN	Big Creek-Ventura	Chiquita Canyon Lan	6.55	6.23	6.39	5.12	5.78	5.64	5.14	5.59	4.97
SAUGUS_7_LOPEZ	Big Creek-Ventura	MM Lopez Energy	4.12	4.67	5.67	5.69	5.55	4.67	5.09	5.34	5.47
SBERDO_2_PSP3	LA Basin	Mountainview Gen St	555	555	555	555	555	555	555	555	555
SBERDO_2_PSP4	LA Basin	Mountainview Gen St	555	555	555	555	555	555	555	555	555
SBERDO_2_REDLND	LA Basin	Redlands RT Solar	0.08	0.06	0.36	0.3	0.32	0.62	0.78	0.54	0.28
SBERDO_2_RTS005	LA Basin	SPVP005 Redlands F	0.1	0.08	0.45	0.38	0.4	0.78	0.98	0.68	0.35
SBERDO_2_RTS007	LA Basin	SPVP007 Redlands F	0.1	0.08	0.45	0.38	0.4	0.78	0.98	0.68	0.35
SBERDO_2_RTS011	LA Basin	SPVP011	0.14	0.11	0.63	0.53	0.56	1.09	1.37	0.95	0.49
SBERDO_2_RTS013	LA Basin	SPVP013	0.14	0.11	0.63	0.53	0.56	1.09	1.37	0.95	0.49
SBERDO_2_RTS016	LA Basin	SPVP016 Redlands F	0.06	0.05	0.27	0.23	0.24	0.47	0.59	0.41	0.21
SBERDO_2_RTS048	LA Basin	SPVP048	0	0	0	0	0	0	0	0	0
SBERDO_2_SNTANA	LA Basin	SANTA ANA PSP	0.76	0.75	1.21	1.7	1.28	0.84	0.45	0.58	0.54
SBERDO_6_MILLCK	LA Basin	MILL CREEK PSP	0.76	0.98	1.33	1.69	1.72	1.57	1.86	1.77	1.67
SCEC_1_PDRP05	LA Basin	SCEC_1_PDRP05	0.1	0.1	0.15	0.11	0.13	0.24	0.42	0.4	0.4
SCEC_1_PDRP06	LA Basin	SCEC_1_PDRP06	0.15	0.18	0.11	0.11	0.15	0.3	0.4	0.4	0.4
SCEC_1_PDRP07	LA Basin	SCEC_1_PDRP07	0	0	0.1	0.35	0.35	0.4	0.6	0.6	0.4
SCEC_1_PDRP08	LA Basin	SCEC_1_PDRP08	0	0	0	0.4	0.35	0.4	0.6	0.6	0.4
SCEC_1_PDRP09	LA Basin	SCEC_1_PDRP09	0	0	0	0.4	0.35	0.4	0.6	0.65	0.4
SCEC_1_PDRP10	LA Basin	SCEC_1_PDRP10	0	0	0	0.4	0.35	0.4	0.6	0.65	0.4
SCEC_1_PDRP100	LA Basin	SCEC_1_PDRP100	0	0	0	0	0	0	0.4	0.5	0.95
SCEC_1_PDRP101	LA Basin	SCEC_1_PDRP101	0	0	0	0	0	0	0.4	0.5	0.95
SCEC_1_PDRP102	LA Basin	SCEC_1_PDRP102	0	0	0	0	0	0	0.4	0.5	0.95
SCEC_1_PDRP103	LA Basin	SCEC_1_PDRP103	0	0	0	0	0	0	0	0.1	0.9
SCEC_1_PDRP104	LA Basin	SCEC_1_PDRP104	0	0	0	0	0	0	0	0	0
SCEC_1_PDRP106	LA Basin	SCEC_1_PDRP106	0.68	0.68	0.75	0.99	0.87	0.9	0.91	0.99	0.99
SCEC_1_PDRP107	LA Basin	SCEC_1_PDRP107	2.07	3.69	2.9	4.6	5.6	2	1.61	4.95	4.7
SCEC_1_PDRP108	LA Basin	SCEC_1_PDRP108	9.95	2.8	9.98	2.6	3	9.9	9.99	1.4	1.43
SCEC_1_PDRP109	LA Basin	SCEC_1_PDRP109	5.8	9.93	2.96	2.4	9.99	1.42	5.89	9.9	9.35
SCEC_1_PDRP11	LA Basin	SCEC_1_PDRP11	0	0	0	0	0.5	0	0	0	0.95
SCEC_1_PDRP110	LA Basin	SCEC_1_PDRP110	4.41	4.47	4.46	4.5	4.45	4.36	0	2	0.83
SCEC_1_PDRP111	LA Basin	SCEC_1_PDRP111	0.94	0.56	0.87	0.95	0.94	0.94	0.99	0	0.95
SCEC_1_PDRP113	LA Basin	SCEC_1_PDRP113	0.7	0.99	0.36	0.99	0.94	0.99	0.99	0	0.99
SCEC_1_PDRP114	LA Basin	SCEC_1_PDRP114	0.47	0.99	0.9	0.97	0.99	0.96	0.9	0	0.88
SCEC_1_PDRP115	LA Basin	SCEC_1_PDRP115	0.68	0.94	0.83	0.99	0.99	0.97	0	0	0.99
SCEC_1_PDRP116	LA Basin	SCEC_1_PDRP116	0.97	0.53	0.83	0.99	0.96	0.97	0	0	0.99
SCEC_1_PDRP117	LA Basin	SCEC_1_PDRP117	0.4	0.99	0.89	0.9	0.9	0.99	0	0	0.99
SCEC_1_PDRP118	LA Basin	SCEC_1_PDRP118	0.11	0.84	0	0.99	0.87	0.98	0	0	0.99
SCEC_1_PDRP119	LA Basin	SCEC_1_PDRP119	0.56	0	0	0.85	0.99	0.97	0	0	0.99
SCEC_1_PDRP12	LA Basin	SCEC_1_PDRP12	0	0	0	0	0.5	0	0	0	0
SCEC_1_PDRP122	LA Basin	SCEC_1_PDRP122	0.82	0	0	0.8	0.91	0.99	0	0	0.99
SCEC_1_PDRP127	LA Basin	SCEC_1_PDRP127	0.97	0.98	0.98	0.7	0.93	0.94	0	0	0.99
SCEC_1_PDRP129	LA Basin	SCEC_1_PDRP129	0.97	0.98	0.98	0.87	0.9	0	0	0	0.99
SCEC_1_PDRP13	LA Basin	SCEC_1_PDRP13	0	0	0	0	0	0	0	0	0
SCEC_1_PDRP130	LA Basin	SCEC_1_PDRP130	0.97	0.98	0.98	0.99	0.98	0.96	0.95	0.5	0.93
SCEC_1_PDRP132	LA Basin	SCEC_1_PDRP132	0.97	0.98	0.98	0.99	0.98	0.96	0.46	0.35	0.99
SCEC_1_PDRP134	LA Basin	SCEC_1_PDRP134	0.97	0.98	0.98	0.99	0.98	0.96	0.85	0.4	0.86
SCEC_1_PDRP136	LA Basin	SCEC_1_PDRP136	0.59	0.6	0.59	0.6	0.59	0.58	0.2	0.45	0.99
SCEC_1_PDRP137	LA Basin	SCEC_1_PDRP137	0.39	0.4	0.4	0.4	0.4	0.39	0.8	0.4	0.99
SCEC_1_PDRP138	LA Basin	SCEC_1_PDRP138	0.59	0.6	0.59	0.6	0.59	0.58	0.8	0.4	0.97
SCEC_1_PDRP14	LA Basin	SCEC_1_PDRP14	0	0	0	0.12	0.15	0.4	0.5	0.5	0.5
SCEC_1_PDRP140	LA Basin	SCEC_1_PDRP140	0.39	0.4	0.4	0.4	0.4	0.39	0.8	0.4	0.95
SCEC_1_PDRP141	LA Basin	SCEC_1_PDRP141	0.49	0.5	0.5	0.5	0.49	0	0.99	0.4	0.97
SCEC_1_PDRP142	LA Basin	SCEC_1_PDRP142	0.49	0.5	0.5	0.5	0.49	0	0.55	0.6	0.99
SCEC_1_PDRP143	LA Basin	SCEC_1_PDRP143	0.61	0.63	0.63	0.62	0.65	0.62	0.6	0.6	0.99
SCEC_1_PDRP144	LA Basin	SCEC_1_PDRP144							0.9	0.15	0.96
SCEC_1_PDRP145	LA Basin	SCEC_1_PDRP145							0.8	0.35	0.98
SCEC_1_PDRP146	LA Basin	SCEC_1_PDRP146						0.45	0.3	0.98	
SCEC_1_PDRP147	LA Basin	SCEC_1_PDRP147							0.45	0.98	
SCEC_1_PDRP148	LA Basin	SCEC_1_PDRP148							0.35	0.99	
SCEC_1_PDRP151	LA Basin	SCEC_1_PDRP151									
SCEC_1_PDRP162	LA Basin	SCEC_1_PDRP162						0.96	0	0	0.99
SCEC_1_PDRP163	LA Basin	SCEC_1_PDRP163	4.89	4.96	4.95	4.98	4.94	4.84	3.35	8.48	3
SCEC_1_PDRP175	LA Basin	VLTS_PDR_SCEC_0	8	8	8	8	8	8.9	8.9	8.9	8.15
SCEC_1_PDRP176	LA Basin	VLTS_PDR_SCEC_0	3.5	3.5	3.5	3.5	3	3.5	6.95	6.95	6.95
SCEC_1_PDRP178	LA Basin	SCEC_1_PDRP178									
SCEC_1_PDRP18	LA Basin	SCEC_1_PDRP18	0.1	0.1	0.1	0.11	0.15	0.28	0.35	0.32	0.32
SCEC_1_PDRP180	LA Basin	PDR-F SCEC					2.53	2.85	3.4	3.41	3.5
SCEC_1_PDRP181	LA Basin	SCEC_1_PDRP181								0.9	0
SCEC_1_PDRP185	LA Basin	VLTS_PDR_SCEC_0								0.75	0.75
SCEC_1_PDRP19	LA Basin	SCEC_1_PDRP19	0	0	0	0.12	0.2	0.4	0.5	0.5	0.5
SCEC_1_PDRP20	LA Basin	SCEC_1_PDRP20	0.2	0.14	0.13	0.15	0.2	0.3	0.5	0.5	0.5
SCEC_1_PDRP30	LA Basin	SCEC_1_PDRP30	0	0	0	0.12	0.2	0.4	0.5	0.5	0.5
SCEC_1_PDRP31	LA Basin	SCEC_1_PDRP31	0	0	0	0	0.5	0	0	0	0
SCEC_1_PDRP32	LA Basin	SCEC_1_PDRP32	0	0	0	0	0.5	0	0	0	0
SCEC_1_PDRP38	LA Basin	SCEC_1_PDRP38	0	0	0	0	0	0.4	0.6	0.6	0.4
SCEC_1_PDRP42	LA Basin	SCEC_1_PDRP42	0	0	0	0	0	0.4	0.6	0.6	0.4
SCEC_1_PDRP48	LA Basin	SCEC_1_PDRP48	0	0	0	0	0	0	0.25	0.35	0.35
SCEC_1_PDRP49	LA Basin	SCEC_1_PDRP49	0	0	0	0	0	0	0.4	0.35	0.35
SCEC_1_PDRP50	LA Basin	SCEC_1_PDRP50	0	0	0	0	0	0	0.25	0.35	0.35
SCEC_1_PDRP51	LA Basin	SCEC_1_PDRP51	0	0	0	0	0	0	0.4	0.35	0.35
SCEC_1_PDRP52	LA Basin	SCEC_1_PDRP52	0	0	0	0	0	0	0.25	0.35	0.35
SCEC_1_PDRP53	LA Basin	SCEC_1_PDRP53	0	0	0	0	0	0	0.4	0.35	0.35
SCEC_1_PDRP54	LA Basin	SCEC_1_PDRP54	0	0	0	0	0	0	0.25	0.35	0.35
SCEC_1_PDRP55	LA Basin	SCEC_1_PDRP55	0	0	0	0	0	0	0.4	0.35	0.35
SCEC_1_PDRP56	LA Basin	SCEC_1_PDRP56	0	0	0	0	0	0	0.21	0.35	0.35

SCEC_1_PDRP61	LA Basin	SCEC_1_PDRP61	0	0	0	0	0	0	0.4	0.35	0.35	
SCEC_1_PDRP62	LA Basin	SCEC_1_PDRP62	0	0	0	0	0	0	0.2	0.35	0.35	
SCEC_1_PDRP63	LA Basin	SCEC_1_PDRP63	0	0	0	0	0	0	0.4	0.35	0.35	
SCEC_1_PDRP64	LA Basin	SCEC_1_PDRP64	0	0	0	0	0.41	0	0	0	0	
SCEC_1_PDRP79	LA Basin	SCEC_1_PDRP79	0.25	0.25	0.27	0.35	0.4	0.47	0.52	0.54	0.34	
SCEC_1_PDRP80	LA Basin	SCEC_1_PDRP80	0.25	0.25	0.27	0.35	0.4	0.45	0.55	0.54	0.34	
SCEC_1_PDRP81	LA Basin	SCEC_1_PDRP81	0.25	0.25	0.27	0.35	0.4	0.45	0.55	0.54	0.34	
SCEC_1_PDRP82	LA Basin	SCEC_1_PDRP82	0.25	0.25	0.27	0.35	0.4	0.45	0.55	0.54	0.34	
SCEC_1_PDRP83	LA Basin	SCEC_1_PDRP83	0.25	0.25	0.27	0.35	0.4	0.45	0.55	0.54	0.34	
SCEC_1_PDRP84	LA Basin	SCEC_1_PDRP84	0.25	0.41	0.3	0.13	0.39	0.45	0.55	0.54	0.34	
SCEC_1_PDRP85	LA Basin	SCEC_1_PDRP85	0	0	0	0	0.38	0.45	0.55	0.54	0.34	
SCEC_1_PDRP86	LA Basin	SCEC_1_PDRP86	0	0	0	0	0	0.43	0.55	0.54	0.34	
SCEC_1_PDRP87	LA Basin	SCEC_1_PDRP87	0	0	0	0	0	0.43	0.55	0.54	0.34	
SCEC_1_PDRP88	LA Basin	SCEC_1_PDRP88	0	0	0	0	0	0.43	0.55	0.54	0.3	
SCEC_1_PDRP89	LA Basin	SCEC_1_PDRP89	0	0	0	0	0	0.43	0.55	0.54	0.3	
SCEC_1_PDRP90	LA Basin	SCEC_1_PDRP90	0	0	0	0	0	0.43	0.55	0.54	0.35	
SCEC_1_PDRP91	LA Basin	SCEC_1_PDRP91	0	0	0	0	0	0.43	0.55	0.54	0.35	
SCEN_6_PDRP01	Big Creek-Ventura	SCEN_6_PDRP01	0.15	0.15	0.1	0.11	0.2	0.3	0.37	0.37	0.37	
SCEN_6_PDRP02	Big Creek-Ventura	SCEN_6_PDRP02	0.2	0.21	0.22	0.15	0.2	0.4	0.51	0.51	0.51	
SCEN_6_PDRP03	Big Creek-Ventura	SCEN_6_PDRP03	0.1	0.1	0.15	0.3	0.35	0.4	0.6	0.6	0.4	
SCEN_6_PDRP06	Big Creek-Ventura	SCEN_6_PDRP06	0	0	0	0.3	0.35	0.4	0.6	0.6	0.4	
SCEN_6_PDRP07	Big Creek-Ventura	SCEN_6_PDRP07	0	0	0	0.3	0.35	0.4	0.6	0.65	0.4	
SCEN_6_PDRP08	Big Creek-Ventura	SCEN_6_PDRP08	0	0	0	0.3	0.35	0.4	0.6	0.65	0.4	
SCEN_6_PDRP101	Big Creek-Ventura	SCEN_6_PDRP101	0.71	0.54	0.54	0.35	0.34	0.99	0.9	0.99	0.99	
SCEN_6_PDRP11	Big Creek-Ventura	SCEN_6_PDRP11	0	0	0	0.11	0.15	0.3	0.37	0.37	0.37	
SCEN_6_PDRP14	Big Creek-Ventura	SCEN_6_PDRP14	0	0	0	0.15	0.2	0.4	0.51	0.51	0.51	
SCEN_6_PDRP15	Big Creek-Ventura	SCEN_6_PDRP15	0	0	0	0.11	0.15	0.3	0.37	0.37	0.37	
SCEN_6_PDRP27	Big Creek-Ventura	SCEN_6_PDRP27	0	0	0	0.15	0.2	0.4	0.51	0.51	0.51	
SCEN_6_PDRP29	Big Creek-Ventura	SCEN_6_PDRP29	0	0	0	0.11	0.15	0.3	0.37	0.37	0.37	
SCEN_6_PDRP30	Big Creek-Ventura	SCEN_6_PDRP30	0	0	0	0.15	0.2	0.4	0.51	0.51	0.51	
SCEN_6_PDRP31	Big Creek-Ventura	SCEN_6_PDRP31	0	0	0	0	0	0	0	0	0	
SCEN_6_PDRP32	Big Creek-Ventura	SCEN_6_PDRP32	0	0	0	0.15	0.2	0.4	0.5	0.5	0.5	
SCEN_6_PDRP34	Big Creek-Ventura	SCEN_6_PDRP34	0	0	0	0	0	0	0.6	0.5	0.95	
SCEN_6_PDRP35	Big Creek-Ventura	SCEN_6_PDRP35	0	0	0	0	0	0	0.5	0.5	0.89	
SCEN_6_PDRP36	Big Creek-Ventura	SCEN_6_PDRP36	0	0	0	0	0	0	0.3	0.3	0.3	
SCEN_6_PDRP37	Big Creek-Ventura	SCEN_6_PDRP37	0	0	0	0	0	0	0.31	0.31	0.31	
SCEN_6_PDRP38	Big Creek-Ventura	SCEN_6_PDRP38	0	0	0	0	0	0.4	0.6	0.65	0.4	
SCEN_6_PDRP39	Big Creek-Ventura	SCEN_6_PDRP39	0	0	0	0	0	0.4	0.6	0.6	0.4	
SCEN_6_PDRP40	Big Creek-Ventura	SCEN_6_PDRP40	0	0	0	0	0	0	0.4	0.4	0.4	
SCEN_6_PDRP41	Big Creek-Ventura	SCEN_6_PDRP41	0	0	0	0	0.5	0	0	0	0.26	
SCEN_6_PDRP42	Big Creek-Ventura	SCEN_6_PDRP42	0	0	0	0	0.5	0	0	0	0.25	
SCEN_6_PDRP43	Big Creek-Ventura	SCEN_6_PDRP43	0	0	0	0	0.5	0	0	0	0	
SCEN_6_PDRP44	Big Creek-Ventura	SCEN_6_PDRP44	0	0	0	0	0.5	0	0	0	0	
SCEN_6_PDRP45	Big Creek-Ventura	SCEN_6_PDRP45	0	0	0	0	0.24	0	0	0	0	
SCEN_6_PDRP58	Big Creek-Ventura	SCEN_6_PDRP58	0.51	0.54	0.54	0.5	0.2	0.82	0.9	0.99	0.75	
SCEN_6_PDRP59	Big Creek-Ventura	SCEN_6_PDRP59	0	0	0	0	0	0	0	0	0	
SCEN_6_PDRP60	Big Creek-Ventura	SCEN_6_PDRP60	0.54	0.27	0.27	0.2	0.21	0.99	0.9	0.99	0.99	
SCEN_6_PDRP61	Big Creek-Ventura	SCEN_6_PDRP61	0	0	0	0	0	0	0	0	0	
SCEN_6_PDRP62	Big Creek-Ventura	SCEN_6_PDRP62	0	0	0	0	0	0	0	0	0	
SCEN_6_PDRP63	Big Creek-Ventura	SCEN_6_PDRP63	0	0	0	0	0	0	0	0	0	
SCEN_6_PDRP76	Big Creek-Ventura	SCEN_6_PDRP76	0	0.72	0.99	0.59	0.54	0.89	0.9	0.99	0	
SCEN_6_PDRP79	Big Creek-Ventura	VLTS_PDR_SCEN_0	1.5	1.5	1.5	1.5	1.5	3	5.5	4.75	5.5	
SCEN_6_PDRP80	Big Creek-Ventura	SCEN_6_PDRP80	0	0	0	0.79	0.39	0	0.74	0.99	0	
SCEN_6_PDRP81	Big Creek-Ventura	SCEN_6_PDRP81	0	0	0	0	0.2	0	0	0	0	
SCEN_6_PDRP84	Big Creek-Ventura	SCEN_6_PDRP84	0.96	0.99	0.99	0.95	0.95	0.94	0.4	0.65	0.49	
SCEN_6_PDRP85	Big Creek-Ventura	SCEN_6_PDRP85	0.96	0.99	0.99	0.95	0.95	0.94	0	0.34	0.44	
SCEN_6_PDRP86	Big Creek-Ventura	SCEN_6_PDRP86	0.96	0.99	0.99	0.95	0.95	0.94	0	0	0.99	
SCEN_6_PDRP87	Big Creek-Ventura	SCEN_6_PDRP87	0.58	0.61	0.62	0.58	0.58	0.57	0	0	0.99	
SCEN_6_PDRP88	Big Creek-Ventura	SCEN_6_PDRP88	0.49	0.5	0.5	0.48	0.48	0.47	0	0	0.99	
SCEN_6_PDRP89	Big Creek-Ventura	SCEN_6_PDRP89	0.66	0.65	0.67	0.65	0.65	0.63	0	0	0	
SCEN_6_PDRP90	Big Creek-Ventura	PDR-F SCEW	0	0	0	0	0	0.86	0.96	1.12	1.11	1.06
SCEW_2_PDRP100	LA Basin	SCEW_2_PDRP100	0	0	0	0.15	0.18	0.45	0.35	0.42	0.42	
SCEW_2_PDRP101	LA Basin	SCEW_2_PDRP101	0.1	0.1	0.15	0.18	0.2	0.34	0.5	0.5	0.5	
SCEW_2_PDRP102	LA Basin	SCEW_2_PDRP102	0.25	0.25	0.21	0.35	0.4	0.35	0.55	0.58	0.36	
SCEW_2_PDRP103	LA Basin	SCEW_2_PDRP103	0.23	0.2	0.21	0.35	0.4	0.35	0.55	0.58	0.38	
SCEW_2_PDRP104	LA Basin	SCEW_2_PDRP104	0.23	0.15	0.21	0.35	0.4	0.35	0.55	0.58	0.38	
SCEW_2_PDRP105	LA Basin	SCEW_2_PDRP105	0.15	0.15	0.21	0.35	0.4	0.35	0.53	0.58	0.38	
SCEW_2_PDRP106	LA Basin	SCEW_2_PDRP106	3.14	2.69	1.26	3.4	3.35	3.5	4.5	6	2.93	
SCEW_2_PDRP107	LA Basin	SCEW_2_PDRP107	0.39	0.81	0.97	0.38	0.99	0.96	0.99	0.99	0.12	
SCEW_2_PDRP108	LA Basin	SCEW_2_PDRP108	0.79	0.38	0.59	0.99	0.91	0.97	0.99	0.99	0.99	
SCEW_2_PDRP109	LA Basin	SCEW_2_PDRP109	0.91	0.86	0.97	0.99	0.95	0.96	0.95	0.99	0.99	
SCEW_2_PDRP110	LA Basin	SCEW_2_PDRP110	0.32	0.4	0.54	0.7	0.71	0.94	0	0	0.99	
SCEW_2_PDRP111	LA Basin	SCEW_2_PDRP111	0	0.97	0.54	0.6	0.65	0.95	0	0	0.99	
SCEW_2_PDRP112	LA Basin	SCEW_2_PDRP112	0.48	0.97	0.54	0	0.5	0.94	0	0	0.99	
SCEW_2_PDRP117	LA Basin	SCEW_2_PDRP117	0	0.86	0.54	0	0.47	0.93	0	0	0.99	
SCEW_2_PDRP120	LA Basin	SCEW_2_PDRP120	0.97	0.98	0.98	0.99	0.98	0.96	0	0	0.99	
SCEW_2_PDRP121	LA Basin	SCEW_2_PDRP121	0.97	0.98	0.98	0.99	0.98	0.96	0	0	0.99	
SCEW_2_PDRP122	LA Basin	SCEW_2_PDRP122	0	0	0	0	0	0	0	0	0	
SCEW_2_PDRP123	LA Basin	SCEW_2_PDRP123	1.99	1.64	2.63	3.49	0.94	0.2	7	3.37	1.04	
SCEW_2_PDRP124	LA Basin	SCEW_2_PDRP124	0	0	0	0	0	0.99	0	0	0.69	
SCEW_2_PDRP130	LA Basin	SCEW_2_PDRP130	0	0	0	0	0	0.94	0	0	0	
SCEW_2_PDRP131	LA Basin	SCEW_2_PDRP131	0.55	0	0.54	0	0	0.94	0	0	0.97	
SCEW_2_PDRP133	LA Basin	SCEW_2_PDRP133	0	0	0.38	0	0	0	0	0	0.94	
SCEW_2_PDRP168	LA Basin	VLTS_PDR_SCEW_0	3	3	3	3	3	6.1	1.4	1.4	1.4	
SCEW_2_PDRP170	LA Basin	PDR-F SCEW	0	0	0	0	1.47	1.63	1.62	1.65	1.7	
SCEW_2_PDRP171	LA Basin	SCEW_2_PDRP171	0	0	0	0	0	0	0.6	0.9	0.9	
SCEW_2_PDRP172	LA Basin	SCEW_2_PDRP172	0.49	0.5	0.5	0.5	0.49	0.48	0	0.9	0.99	
SCEW_2_PDRP173	LA Basin	SCEW_2_PDRP173	0.49	0.5	0.5	0.5	0.54	0.48	0.8	0.8	0.85	
SCEW_2_PDRP174	LA Basin	SCEW_2_PDRP174	0.58	0.59	0.59	0.59	0.54	0.57	0.15	0.44	0.99	
SCEW_2_PDRP175	LA Basin	SCEW_2_PDRP175	0.4	0.41	0.41	0.41	0.45	0.41	0	0.49	0.99	
SCEW_2_PDRP177	LA Basin	VLTS_PDR_SCEW_0	0	0	0	0	0	8.5	9	9	9	
SCEW_2_PDRP19	LA Basin	SCEW_2_PDRP19	0.15	0.15	0.21	0.35	0.4	0.35	0.53	0.58	0.38	
SCEW_2_PDRP20	LA Basin	SCEW_2_PDRP20	0	0	0	0	0.14	0	0	0	0.52	

0.35	0	0	Y	South	FC
0.35	0	0	Y	South	FC
0.35	0	0	Y	South	FC
0	0	0	Y	South	FC
0.22	0.15	0.15	Y	South	FC
0.22	0.15	0.15	Y	South	FC
0.22	0.15	0.15	Y	South	FC
0.22	0.15	0.15	Y	South	FC
0.22	0.15	0.15	Y	South	FC
0.25	0.15	0.15	Y	South	FC
0.22	0.15	0.15	Y	South	FC
0.21	0.15	0.15	Y	South	FC
0.21	0.15	0.15	Y	South	FC
0.21	0.2	0.15	Y	South	FC
0.21	0.2	0.15	Y	South	FC
0.21	0.12	0.15	Y	South	FC
0.21	0.13	0	Y	South	FC
0.35	0.22	0.2	Y	South	FC
0.4	0.25	0.26	Y	South	FC
0.25	0.2	0.2	Y	South	FC
0.25	0.2	0.2	Y	South	FC
0.25	0.2	0.16	Y	South	FC
0.25	0.2	0.16	Y	South	FC
0.59	0	0	Y	South	FC
0	0	0	Y	South	FC
0.4	0.28	0.25	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0.21	0.14	0	Y	South	FC
0.21	0.11	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0.9	0	0	Y	South	FC
0.99	0	0	Y	South	FC
0.89	0	0	Y	South	FC
0.99	0	0	Y	South	FC
0.99	0	0	Y	South	FC
0.99	0	0	Y	South	FC
0.92	0	0	Y	South	FC
4.4	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0.12	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0.97	0	0	Y	South	FC
0	0	0	Y	South	FC
0.4	0.22	0.17	Y	South	FC
0.24	0.15	0.15	Y	South	FC
0.24	0.15	0.15	Y	South	FC
0.24	0.15	0.15	Y	South	FC
0.24	0.15	0.15	Y	South	FC
2.03	0	0	Y	South	FC
0.7	0	0	Y	South	FC
0.95	0	0	Y	South	FC
0.69	0	0	Y	South	FC
0.74	0	0	Y	South	FC
0.95	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0.99	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0.88	0	0	Y	South	FC
0.9	0	0	Y	South	FC
1.4	0	0	Y	South	FC
1.54	0	0	Y	South	FC
0.89	0	0	Y	South	FC
0	0	0	Y	South	FC
0.99	0	0	Y	South	FC
0.26	0	0	Y	South	FC
0	0	0	Y	South	FC
2.8	0	0	Y	South	FC
0.24	0.15	0.14	Y	South	FC
0	0	0	Y	South	FC

0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0.24	0.15	0.19	Y	South	FC
0.24	0.15	0	Y	South	FC
0.24	0.15	0	Y	South	FC
0.24	0.15	0	Y	South	FC
0.24	0.16	0	Y	South	FC
0.24	0	0	Y	South	FC
0	0.55	0.41	Y	South	FC
0.24	0	0	Y	South	FC
0.4	0.36	0.19	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0.2	0.13	0.14	Y	South	FC
0.2	0.12	0.14	Y	South	FC
0.14	0	0	Y	South	FC
0.61	0	0	Y	South	FC
2.7	0	0	Y	South	FC
0.33	0	0	Y	South	FC
0.47	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
318.74	323.69	324.67	Y	North	FC
0.3	0.3	0	N	North	FC
0	0	0	N	North	EO
0.3	0.3	0	N	North	FC
0.34	0.22	0.16	Y	South	FC
0.1	0.1	0.1	Y	South	FC
0.24	0.14	0.12	Y	South	FC
0.24	0.15	0.13	Y	South	FC
0.31	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0.99	0	0	Y	South	FC
0.29	0	0	Y	South	FC
0.67	0	0	Y	South	FC
0.8	0	0	Y	South	FC
1.18	0	0	Y	South	FC
0.2	0.15	0.14	Y	South	FC
0.2	0.15	0.16	Y	South	FC
0.2	0.15	0.14	Y	South	FC
0.2	0.15	0.16	Y	South	FC
0.2	0.15	0.16	Y	South	FC
0.91	0.51	0.31	Y	South	FC
0.79	0	0	Y	South	FC
0.88	0	0	Y	South	FC
0.99	0	0	Y	South	FC
0.55	0	0	Y	South	FC
0.69	0	0	Y	South	FC
0	0	0	Y	South	FC
3.76	3.76	3.76	Y	South	FC
0.2	0.15	0.14	Y	South	FC
0.2	0.15	0.16	Y	South	FC
0.2	0.15	0.14	Y	South	FC
0.29	0.15	0.16	Y	South	FC
0.2	0.15	0.16	Y	South	FC
0.29	0.15	0.16	Y	South	FC
0.25	0.15	0.16	Y	South	FC
0.29	0.2	0.16	Y	South	FC
0.91	0.51	0.31	Y	South	FC
0.29	0.15	0.16	Y	South	FC
0.29	0.2	0.18	Y	South	FC
0.29	0.15	0.16	Y	South	FC
0	0	0	Y	South	FC
0.91	0.51	0.31	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0	0	0	Y	South	FC
0.92	0.5	0.29	Y	South	FC
0.39	0	0	Y	South	FC
3.29	0	0	Y	South	FC
2.45	0	0	Y	South	FC
0.99	0	0	Y	South	FC
0	0	0	Y	South	FC
0.99	0	0	Y	South	FC
0.99	0	0	Y	South	FC
0.26	0	0	Y	South	FC
0	0	0	Y	South	FC
2.5	3.21	3.94	N	South	FC
0.4	0.4	0	N	South	FC
107.68	107.68	107.68	Y	South	FC
102.5	102.5	102.5	Y	South	FC
105.69	105.69	105.69	Y	South	FC
106.55	106.55	106.55	Y	South	FC
107.52	107.52	107.52	Y	South	FC
105	105	105	Y	South	FC
106.73	106.73	106.73	Y	South	FC
106.85	106.85	106.85	Y	South	FC

48.08	48.08	48.08	Y	North	FC		
25.12	28.72	30.48	N	North	FC		
0	0	0	N	South	EO		
52.43	52.43	52.43	Y	North	FC		
1.03	0.97	0.84	N	North	FC		
0.4	0.4	0	N	North	FC		
0.2	0.2	0	N	North	FC		
5	5	0	N	South	FC		
2.15	2.15	0	N	North	FC		
6.2	6.2	0	N	South	FC		
5.52	5.52	0	N	South	FC		
1	0	0	N	North	FC		
6.4	5.6	6.4	Y	North	FC		
46.05	46.05	46.05	Y	North	FC		
1.5	1.5	1.5	N	South	FC		
47	47	47	Y	North	FC		
0.02	0.02	0	N	North	FC	100%	
10.58	8.64	5.35	N	South	FC		
11	11	11	Y	South	FC		
0.2	0.14	0.17	N	South	FC		
27.5	27.5	27.5	Y	South	FC		
13.83	14.22	15.16	N	South	FC		
100	100	100	Y	South	FC		
47.7	47.7	47.7	Y	South	FC		
29.71	30.43	29.96	N	South	FC		
0	0	0	N	South	FC		
5.05	4.62	9.43	N	North	FC		
2.46	3.28	3.04	N	North	FC		
2.39	2.31	2.97	N	North	FC		
2.6	0.74	0.42	N	North	FC		
1.2	2	2.64	Y	North	FC		
5.97	6.64	6.05	N	North	FC		
0	0.08	0.09	N	North	FC		
5.85	5.95	6.15	N	North	FC		
14.75	9.14	14.85	N	North	FC		
6	6	6	Y	North	FC		
1.86	1.77	1.48	N	North	FC		
9.65	5.64	8.05	N	North	FC		
2.68	2.68	4.09	N	North	FC		
0	0	0	N	South	EO		
0.14	0.04	0.01	N	South	FC		
0	0	0	N	South	FC		
0	0	0	N	South	FC		
0.93	0.98	1.03	N	North	FC		
23.35	0	66.7	Y	North	FC		
49.65	49.65	49.65	Y	South	FC		
49.65	49.65	49.65	Y	South	FC		
0.11	0.09	0.14	N	North	FC		
49.5	49.5	49.5	Y	North	FC		
18	18.4	18	N	North	FC		
0.17	0.01	0.02	N	North	FC		
0.22	0.01	0	N	North	FC		
0.13	0.01	0	N	North	FC		
0.08	0	0	N	North	FC		
0.34	0.05	0	N	North	FC		
0.4	0.4	0	N	North	FC	100%	
0	0	0	N	North	EO		
0.37	0.37	0	N	North	FC	100%	
586.02	586.02	586.02	Y	North	FC		
243	246	248	Y	North	FC		
15.18	16.64	17.67	N	South	ID	100%	Waiting for: Desert Area upgrades
2	2	0	N	South	ID	100%	Waiting for ELM upgrades, Jackass Flats - Mercury SW upgrade and multiple RAS implemen
0.4	0.4	0	N	South	FC		
3	3	0	N	South	ID	100%	waiting for ELM Upgrades and Lugo-Victorville upgrade
3	3	3	Y	North	PD	100%	
80.13	82.7	82.21	N	South	FC		
78	78	78	Y	South	FC		
78	78	78	Y	South	FC		
78	78	78	Y	South	FC		
8	7.76	10.88	N	North	FC		
0.22	0.25	0.23	N	North	FC		
3.8	5.7	6.17	N	South	FC		
1.15	1.73	1.87	N	South	FC		
1.19	1.79	1.94	N	South	PD	75%	4.96MW expansion is EO
1.61	2.41	2.62	N	South	PD	85%	3.73MW expansion is EO
34.08	36.07	35.42	N	South	FC		
605	605	605	Y	South	FC		
0.22	0.06	0.04	N	North	FC		
21.47	20.85	18.42	N	North	FC		
3.6	5.4	5.85	N	South	FC		
35.2	29.2	30.74	Y	North	FC		
0	0.11	0.14	N	North	FC		
0.03	0.03	0	N	North	FC		
0.03	0.23	0.39	N	North	FC		
11	11	0	N	North	FC		
0.4	0.4	0	N	South	FC		
0.4	0.4	0	N	North	ID	100%	C7 Waiting for Bellota-Warnerville 230 kV reconditioning and possibly other
0.4	0.4	0	N	North	ID	100%	C7 Waiting for Bellota-Warnerville 230 kV reconditioning and possibly other
2	2	0	N	North	ID	100%	C7 Waiting for Bellota-Warnerville 230 kV reconditioning and possibly other
1.2	1.2	0	N	North	ID	100%	C7 Waiting for Bellota-Warnerville 230 kV reconditioning and possibly other
4	4	0	N	North	FC	100%	
3.12	4.68	5.07	N	South	FC		
0	0	0	N	South	EO		

ation for FCDE

TULEWD_1_TULWD1	San Diego-IV	Tule Wind	18.27	15.66	36.54	32.63	32.63	43.07	30.02	27.41	19.58
TULLCK_7_UNITS	Stockton	Tullock Hydro	4.32	9.49	12.81	22.19	23.82	23.16	14.11	20.24	14.46
TUPMAN_1_BIOGAS	CAISO System	ABEC Bidart-Stockale	0.28	0.27	0.31	0.3	0.32	0.3	0.29	0.3	0.26
TWISSL_6_SOLAR	CAISO System	Nickel 1 ("NLH1")	0.06	0.05	0.27	0.23	0.24	0.47	0.59	0.41	0.21
TWISSL_6_SOLAR1	CAISO System	Coronal Lost Hills	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
TX-ELK_6_ECKSR2	CAISO System	Eagle Creek	0	0	0	0	0	0	0	0	0
TX-ELK_6_SOLAR1	CAISO System	Castor	0	0	0	0	0	0	0	0	0
TXMCKT_6_UNIT	CAISO System	McKittrick Cogen	1.4	2.35	2.4	2.38	2.91	2.54	2.47	1.3	1.78
UKIAH_7_LAKEMN	NCNB	UKIAH LAKE MENDC	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7
ULTPCH_1_UNIT 1	Stockton	Pacific Ultrapower Ch	17.29	17.46	16.29	16.16	18	18	17.34	17.95	17.9
ULTPFR_1_UNIT 1	Fresno	Rio Bravo Fresno	23.04	22.31	23.41	23.03	20.75	23.68	23.51	23.76	23.66
ULTRCK_2_UNIT	Sierra	Rio Bravo Rocklin	22.46	23.45	15.38	23.07	21.77	23.83	23.49	23.24	24.2
UNCHEM_1_UNIT	Bay Area	CONTRA COSTA CA	12.19	12.95	12.99	10.27	7.87	12.19	14.37	15.37	10.84
UNOCAL_1_UNITS	Bay Area	TOSCO (RODEO PL)	3.75	0.78	0.4	0.55	0.74	0.48	1.06	0.02	0.36
UNVRSY_1_UNIT 1	CAISO System	Berry Cogen 38 - Unit	36.37	35.36	25.72	20.26	33.59	34.78	33.91	34.39	34.53
USWND2_1_WIND1	CAISO System	Golden Hills A	6.01	5.16	12.03	10.74	10.74	14.18	9.88	9.02	6.44
USWND2_1_WIND2	CAISO System	Golden Hills B	6.01	5.16	12.03	10.74	10.74	14.18	9.88	9.02	6.44
USWND2_1_WIND3	CAISO System	Golden Hills C	6.44	5.52	12.88	11.5	11.5	15.18	10.58	9.66	6.9
USWND4_2_UNIT2	CAISO System	Altamont Landfill Gas	7.4	7.4	7.35	6.41	7.4	7.4	7.4	7.4	7.4
USWVDR_2_LABWD1	Bay Area	LaBrisa Wind Project	1.26	1.08	2.52	2.25	2.25	2.97	2.07	1.89	1.35
USWVDR_2_SMUD	Bay Area	SOLANO WIND FARI	14.31	12.26	28.61	25.55	25.55	33.72	23.5	21.46	15.33
USWVDR_2_SMUD2	Bay Area	Solano Wind Project I	17.89	15.34	35.78	31.95	31.95	42.17	29.39	26.84	19.17
USWVFK_6_FRICK	Bay Area	Frick Summit Wind R								2.06	1.47
USWVJR_2_UNITS	Bay Area	Vasco Wind	10.95	9.38	21.9	19.55	19.55	25.81	17.99	16.42	11.73
VACADX_1_NAS	CAISO System	VACA-DIXON BATTE	1	1	1	1	1	1	1	1	1
VACADX_1_SOLAR	CAISO System	Vaca-Dixon Solar Sta	0.1	0.08	0.45	0.38	0.4	0.78	0.98	0.68	0.35
VACADX_1_UNITA1	CAISO System	CalPeak Power Vaca	50.61	50.61	50.61	50.61	50.61	50.61	50.61	50.61	50.61
VALLEY_5_PERRIS	LA Basin	MWD Perris Hydroele	7.94	7.94	7.94	7.94	7.94	7.94	7.94	7.94	7.94
VALLEY_5_REDMTN	LA Basin	MWD Red Mountain f	1.44	1.47	1.42	2.83	2.9	3.36	3.85	4.02	3.43
VALLEY_5_SOLAR1	LA Basin	Kona Solar - Meridian	0	0	0	0	0	0	0	0	0
VALLEY_5_SOLAR2	LA Basin	AP North Lake Solar	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
VALTNE_2_AVASR1	CAISO System	Valentine Solar	4	3	18	15	16	31	39	27	14
VEAVST_1_SOLAR	CAISO System	Community Solar	0	0	0	0	0	0	0	0	0
VEDDER_1_SEKERN	Kern	TEXACO EXPLORAT	0.04	0	0.18	0	0.4	0	0.42	0.06	0.1
VEGA_6_SOLAR1	Fresno	Vega Solar	0	0	0	0	0	0	0	0	0
VENWD_1_WIND3	LA Basin	Painted Hills Windpar					11.13	14.68	10.24	9.35	6.68
VERNON_6_GONZL1	LA Basin	H. Gonzales Unit #1	5.75	5.75	5.75	5.75	5.75	5.75	5.75	5.75	5.75
VERNON_6_GONZL2	LA Basin	H. Gonzales Unit #2	5.75	5.75	5.75	5.75	5.75	5.75	5.75	5.75	5.75
VERNON_6_MALBRG	LA Basin	Malburg Generating S	134	134	134	134	134	134	134	134	134
VESTAL_2_KERN	Big Creek-Ventura	KERN RIVER PH 3 U	15.82	21.68	28.57	31.86	33.02	30.13	25.14	22.25	12.24
VESTAL_2_RTS042	Big Creek-Ventura	SPVP042 Porterville	0	0	0	0	0	0	0	0	0
VESTAL_2_SOLAR1	Big Creek-Ventura	NICOLIS	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
VESTAL_2_SOLAR2	Big Creek-Ventura	TROPICO	0.56	0.42	2.52	2.1	2.24	4.34	5.46	3.78	1.96
VESTAL_2_UNIT1	Big Creek-Ventura	CALGREN-PIXLEY	4.43	3.5	4.55	4.25	4.48	4.17	4.07	3.52	4.15
VESTAL_2_WELLHD	Big Creek-Ventura	Wellhead Power Dela	49	49	49	49	49	49	49	49	49
VESTAL_6_QF	Big Creek-Ventura	Isabella Hydro Dam 1	1.3	2.53	4.28	5.47	6.94	8.18	9.06	8.65	5.17
VICTOR_1_CRESE	CAISO System	Victor Aggregate Sole	0	0	0	0	0	0	0	0	0
VICTOR_1_EXSLRA	CAISO System	Expressway Solar A	0.08	0.06	0.36	0.3	0.32	0.62	0.78	0.54	0.28
VICTOR_1_EXSLRB	CAISO System	Expressway Solar B	0.08	0.06	0.36	0.3	0.32	0.62	0.78	0.54	0.28
VICTOR_1_LVSLR1	CAISO System	Lone Valley Solar Par	0	0	0	0	0	0	0	0	0
VICTOR_1_LVSLR2	CAISO System	Lone Valley Solar Par	0	0	0	0	0	0	0	0	0
VICTOR_1_SLRHES	CAISO System	Sunedison - Hesperia	0	0	0	0	0	0	0	0	0
VICTOR_1_SOLAR1	CAISO System	Victor Phelan Solar O	0	0	0	0	0	0	0	0	0
VICTOR_1_SOLAR2	CAISO System	Alamo Solar	0	0	0	0	0	0	0	0	0
VICTOR_1_SOLAR3	CAISO System	Adelanto Solar 2	0.28	0.21	1.26	1.05	1.12	2.17	2.73	1.89	0.98
VICTOR_1_SOLAR4	CAISO System	Adelanto Solar	0	0	0	0	0	0	0	0	0
VICTOR_1_VDRYFA	CAISO System	Victor Dry Farm Ranc	0.2	0.15	0.9	0.75	0.8	1.55	1.95	1.35	0.7
VICTOR_1_VDRYFB	CAISO System	Victor Dry Farm Ranc	0	0	0	0	0	0	0	0	0
VILLPK_2_VALLYV	LA Basin	MWD Valley View Hy	4.1	4.1	4.1	4.1	4.1	4.1	4.1	4.1	4.1
VILLPK_6_MWDYOR	LA Basin	Yorba Linda Hydroele	2.63	2.7	2.66	3.07	3.08	3.51	4.17	4.27	4.01
VINCNT_2_WESTWD	CAISO System	Oasis Power Plant	8.26	7.08	16.52	14.75	14.75	19.47	13.57	12.39	8.85
VISTA_2_RIALTO	LA Basin	Rialto RT Solar	0.04	0.03	0.18	0.15	0.16	0.31	0.39	0.27	0.14
VISTA_2_RTS028	LA Basin	SPVP028	0.14	0.11	0.63	0.53	0.56	1.09	1.37	0.95	0.49
VISTA_6_QF	LA Basin	VISTA QFS	0.02	0.02	0.01	0.05	0.07	0.09	0.13	0.12	0.12
VISTRA_5_DALBT1	Bay Area	Dallas Energy Storag				100	100	100	100	100	100
VISTRA_5_DALBT2	Bay Area	Dallas Energy Storag				100	100	100	100	100	100
VISTRA_5_DALBT3	Bay Area	Dallas Energy Storag				100	100	100	100	100	100
VISTRA_5_DALBT4	Bay Area	Dallas Energy Storag				100	100	100	100	100	100
VLCNTR_6_VCSLR	San Diego-IV	Cole Grade	0.09	0.07	0.42	0.35	0.37	0.72	0.91	0.63	0.33
VLCNTR_6_VCSLR1	San Diego-IV	Valley Center 1	0.1	0.08	0.45	0.38	0.4	0.78	0.98	0.68	0.35
VLCNTR_6_VCSLR2	San Diego-IV	Valley Center 2	0.2	0.15	0.9	0.75	0.8	1.55	1.95	1.35	0.7
VLYHOM_7_SSJID	Stockton	Woodward Power Pla	0	0	0	0.09	0.74	0.71	1.12	0.72	0.13
VOLTA_2_UNIT 1	CAISO System	VOLTA HYDRO UNIT	6.4	6.93	7.5	7.86	7.21	4.45	5.63	4.82	4.84
VOLTA_2_UNIT 2	CAISO System	Volta Hydro Unit 2	0.76	0.74	0.84	0.75	0.8	0.46	0.51	0.57	0.57
VOLTA_6_BAILCK	CAISO System	Bailey Creek Ranch	0	0	0	0	0	0	0	0	0
VOLTA_6_DIGHYD	CAISO System	Digger Creek Ranch I	0.37	0.36	0.51	0.58	0.49	0.5	0.44	0.4	0.36
VOLTA_7_PONHY1	CAISO System	VOLTA_7_PONHY1	0.75	0.81	0.97	0.94	0.87	0.9	0.98	0.9	0.91
VOLTA_7_QFUNTS	CAISO System	VOLTA_7_QFUNTS	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.12	0.07
VOYAGR_2_VOAWD5	CAISO System	Voyager Wind Oasis					3.5	4.61	3.22	2.94	2.1
VOYAGR_2_VOYWD1	CAISO System	Voyager 1	18.35	15.73	36.71	32.78	32.78	43.26	30.15	27.53	19.67
VOYAGR_2_VOYWD2	CAISO System	Voyager Wind 2	18.02	15.44	36.04	32.18	32.18	42.47	29.6	27.03	19.31
VOYAGR_2_VOYWD3	CAISO System	Voyager Wind 3	6.05	5.18	12.1	10.8	10.8	14.26	9.94	9.07	6.48
VOYAGR_2_VOYWD4	CAISO System	Voyager Wind 4	3.02	2.59	6.05	5.4	5.4	7.13	4.97	4.54	3.24
VSTAES_6_VESBT1	San Diego-IV	Vista Energy Storage	11	11	11	11	11	11	11	11	11
WADHAM_6_UNIT	CAISO System	Wadham Energy LP	23.68	23.62	20.63	17.56	20.63	20.26	24.32	23.96	24.11
WALCRK_2_CTG1	LA Basin	Walnut Creek Energy	96.43	96.43	96.43	96.43	96.43	96.43	96.43	96.43	96.43
WALCRK_2_CTG2	LA Basin	Walnut Creek Energy	96.91	96.91	96.91	96.91	96.91	96.91	96.91	96.91	96.91
WALCRK_2_CTG3	LA Basin	Walnut Creek Energy	96.65	96.65	96.65	96.65	96.65	96.65	96.65	96.65	96.65
WALCRK_2_CTG4	LA Basin	Walnut Creek Energy	96.49	96.49	96.49	96.49	96.49	96.49	96.49	96.49	96.49
WALCRK_2_CTG5	LA Basin	Walnut Creek Energy	96.65	96.65	96.65	96.65	96.65	96.65	96.65	96.65	96.65
WALNUT_2_SOLAR	LA Basin	Industry MetroLink P	0	0	0	0	0	0	0	0	0
WALNUT_6_HILLGEN	LA Basin	Puente Hills	32.56	32.77	32.62	31.19	23.58	28.21	27.79	27.43	27.6
WALNUT_7_WCOVST	LA Basin	MM West Covina - S1	5.2	5.54	5.65	5.32	5.62	5.6	5.45	5.19	5.51

10.44	15.66	16.97	N	South	FC		
11.51	6.28	8.92	N	North	FC		
0.27	0.23	0.22	N	North	FC		
0.03	0.03	0	N	North	FC		
0.4	0.4	0	N	North	FC		
0	0	0	N	North	EO		
0	0	0	N	North	EO		
2.74	2.89	2.66	N	North	FC		
1.7	1.7	1.7	Y	North	FC		
16.9	16.7	17.98	N	North	FC		
22.42	24.18	24.24	N	North	FC		
21.96	24.25	24.26	N	North	FC		
6.62	13.47	13.64	N	North	FC		
7.49	7.05	2.12	N	North	FC		
34.04	34.34	35.92	N	North	FC		
3.44	5.16	5.58	N	North	FC		
3.44	5.16	5.58	N	North	FC		
3.68	5.52	5.98	N	North	FC		
7.23	7.4	7.4	Y	North	FC		
0.72	1.08	1.17	N	North	FC		
8.17	12.26	13.28	N	North	FC		
10.22	15.34	16.61	N	North	FC		
0.79	1.18	1.28	N	North	FC		
6.26	9.38	10.17	N	North	FC		
1	1	1	Y	North	ID	100%	18DGD (80.42% or 1.93 MW of 2.4 MW) Waiting for Moraga-Castro Valley 230 kV Line Capa
0.05	0.05	0	N	North	FC		
50.61	50.61	50.61	Y	North	FC		
7.94	7.94	7.94	Y	South	FC		
2.64	2.57	1.37	N	South	FC		
0	0	0	N	South	EO		
0.4	0.4	0	N	South	ID	100%	Waiting for: West of Devers (WOD) upgrades
2	2	0	N	South	FC		
0	0	0	N	South	EO		
0.71	0.51	0.33	N	North	FC		
0	0	0	N	North	EO		
3.56	5.34	5.79	N	South	FC		
5.75	5.75	5.75	Y	South	FC		
5.75	5.75	5.75	Y	South	FC		
134	134	134	Y	South	FC		
8.54	11.17	13.28	N	South	FC		
0	0	0	N	South	EO		
0.4	0.4	0	N	South	FC		
0.28	0.28	0	N	South	FC		
4.22	4.29	3.71	N	South	FC		
49	49	49	Y	South	FC		
3.45	1.19	1.06	N	South	FC		
0	0	0	N	South	EO		
0.04	0.04	0	N	South	FC		
0.04	0.04	0	N	South	FC		
0	0	0	N	South	EO		
0	0	0	N	South	EO		
0	0	0	N	South	EO		
0	0	0	N	South	EO		
0.14	0.14	0	N	South	FC		
0	0	0	N	South	EO		
0.1	0.1	0	N	South	FC		
0	0	0	N	South	EO		
4.1	4.1	4.1	Y	South	FC		
1.87	3.1	2.35	Y	South	FC		
4.72	7.08	7.67	N	South	FC		
0.02	0.02	0	N	South	FC		
0.07	0.07	0	N	South	FC		
0.07	0.06	0.03	N	South	FC		
100	100	100	Y	North	FC		
100	100	100	Y	North	FC		
100	100	100	Y	North	FC		
100	100	100	Y	North	FC		
0.05	0.05	0	N	South	FC		
0.05	0.05	0	N	South	FC		
0.1	0.1	0	N	South	FC		
0.01	0	0	N	North	FC		
4.22	4.34	5.03	N	North	FC		
0.39	0.41	0.38	N	North	FC		
0	0	0	N	North	EO		
0.29	0.31	0.33	N	North	FC		
0.85	0.74	0.83	N	North	FC		
0.07	0.15	0.1	N	North	FC		
1.12	1.68	1.82	N	South	FC		
10.49	15.73	17.04	N	South	FC		
10.3	15.44	16.73	N	South	FC		
3.46	5.18	5.62	N	South	FC		
1.73	2.59	2.81	N	South	FC		
11	11	11	Y	South	ID	100%	C7-C9 Waiting for San Luis Rey-San Onofre 230 kV remedial action scheme RAS and possib
20.54	24.64	24.73	N	North	FC		
96.43	96.43	96.43	Y	South	FC		
96.91	96.91	96.91	Y	South	FC		
96.65	96.65	96.65	Y	South	FC		
96.49	96.49	96.49	Y	South	FC		
96.65	96.65	96.65	Y	South	FC		
0	0	0	N	South	EO		
24.61	27.04	26.59	N	South	FC		
5.42	5.38	5.41	N	South	FC		

city Increase and possibly othe

ly othe

WARNE_2_UNIT	Big Creek-Ventura	WARNE HYDRO AG	41.21	43.15	32.65	42.84	40.95	42.66	41.53	41.52	42.52
WAUKNA_1_SOLAR	Fresno	Corcoran Solar	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
WAUKNA_1_SOLAR2	Fresno	Corcoran 2	0.79	0.59	3.56	2.96	3.16	6.12	7.7	5.33	2.77
WDLEAF_7_UNIT 1	Sierra	WOODLEAF HYDRO	48	48	44	56	56	54.9	48	60	48
WEBER_6_FORWRD	Stockton	Forward	4.2	4.2	4.2	4.2	4.2	4.2	4.2	4.2	4.2
WESTPT_2_UNIT	CAISO System	West Point Hydro Pla	10.14	9.6	11.12	10.72	0	10.72	11.22	12	10.34
WFRESN_1_SOLAR	Fresno	Joya Del Sol	0	0	0	0	0	0	0	0	0
WHEATL_6_LNDFIL	Sierra	G2 ENERGY, OSTRC	3.55	3.55	3.55	3.55	3.55	3.55	3.55	3.55	3.55
WHITNY_6_SOLAR	Fresno	Whitney Point Solar	0	0	0	0	0	0	0	0	0
WHTWTR_1_WINDA1	LA Basin	Whitewater Hill Wind	8.61	7.38	17.22	15.38	15.38	20.3	14.15	12.92	9.23
WISE_1_UNIT 1	Sierra	Wise Hydro Unit 1	4.87	6.5	4.9	7.58	8.64	8.17	9.36	8.9	6.42
WISE_1_UNIT 2	Sierra	WISE HYDRO UNIT ;	0	0	0	0	0	0	0	0	0
WISHON_6_UNITS	Fresno	Wishon/San Joaquin	2	2.57	5.3	5.06	1.1	0.64	0	0	0
WISTRA_2_WRSSR1	San Diego-IV	Wistaria Ranch Solar	4	3	18	15	16	31	39	27	14
WLDWD_1_SOLAR1	CAISO System	Wildwood Solar I	0.8	0.6	3.6	3	3.2	6.2	7.8	5.4	2.8
WLDWD_1_SOLAR2	CAISO System	Wildwood Solar 2	0.6	0.45	2.7	2.25	2.4	4.65	5.85	4.05	2.1
WNDMAS_2_UNIT 1	Bay Area	BUENA VISTA ENER	5.32	4.56	10.64	9.5	9.5	12.54	8.74	7.98	5.7
WNDSTR_2_WIND	CAISO System	Windstar	16.8	14.4	33.6	30	30	39.6	27.6	25.2	18
WOLFSK_1_UNITA1	CAISO System	Wolfskill Energy Cent	46.9	46.9	46.9	46.9	46.9	46.9	46.9	46.9	46.9
WOODWR_1_HYDRO	Fresno	Quinten Luallen	0	0	0	0	0	0	0	0	0
WRGHTP_7_AMENGY	Fresno	SMALL QF AGGREG	0.02	0.07	0	0.04	0.28	0.38	0.67	0.78	0.75
WRGTSR_2_WSFSSR1	CAISO System	Wright Solar Freemar	8	6	36	30	32	62	78	54	28
WSENGY_1_UNIT 1	CAISO System	Wheelabrator Shasta	38.54	36.21	31.04	31.57	37.65	38.23	37.61	34.42	38.31
WSTWND_2_M89WD1	CAISO System	Mojave 89	11.57	9.92	23.14	20.66	20.66	27.27	19.01	17.36	12.4
WSTWND_2_M90WD2	CAISO System	Mojave 90	9.07	7.78	18.15	16.21	16.21	21.39	14.91	13.61	9.72
YUBACT_1_SUNSWT	Sierra	YUBA CITY COGEN	49.97	49.97	49.97	49.97	49.97	49.97	49.97	49.97	49.97
YUBACT_6_UNITA1	Sierra	Yuba City Energy Cer	47.6	47.6	47.6	47.6	47.6	47.6	47.6	47.6	47.6
ZOND_6_UNIT	Bay Area	ZOND WINDSYSTEM	2.39	2.05	4.79	4.28	4.28	5.64	3.93	3.59	2.57

41.36	42.97	40.51	Y	South	FC	
0.4	0.4	0	N	North	FC	100%
0.4	0.4	0	N	North	FC	
58.4	48	58	Y	North	FC	
4.2	4.2	4.2	N	North	FC	
10.82	10.6	11.31	Y	North	FC	
0	0	0	N	North	EO	
3.55	3.55	3.55	N	North	FC	100%
0	0	0	N	North	EO	
4.92	7.38	8	N	South	FC	
0	0	3.74	Y	North	FC	
0	0	0	Y	North	FC	
7.08	6.56	2	Y	North	FC	
2	2	0	N	South	FC	
0.4	0.4	0	N	North	FC	
0.3	0.3	0	N	North	FC	
3.04	4.56	4.94	N	North	FC	
9.6	14.4	15.6	N	South	FC	
46.9	46.9	46.9	Y	North	FC	
0	0	0	N	North	EO	
0.46	0.24	0.04	N	North	FC	
4	4	0	N	North	FC	
37.24	34.69	34.08	N	North	FC	
6.61	9.92	10.74	Y	South	FC	
5.19	7.78	8.43	N	South	FC	
49.97	49.97	49.97	Y	North	FC	
47.6	47.6	47.6	Y	North	FC	
1.37	2.05	2.22	N	North	FC	

Hybrid - However Wind is FCDS and BESS is EO
Hybrid - However Wind is FCDS and BESS is EO

Resources on this tab have not yet declared COD. NQC values for resources listed on this tab are not final and are subject to change based on the status of tran per actual Pmax test.

Resource ID	Area_Name	Generator Name	Jan	Feb	Mar	Apr	May	
ALMASL_2_GS1SR1	CAISO System	Almasol Generation Station 1		5	3.75	22.5	18.75	20
ALMASL_2_GS4SR4	CAISO System	Almasol Generation Station 4		4	3	18	15	16
BLKCRK_2_GMCBT1	CAISO system	Genesis McCoy Energy Storage		-	-	-	-	-
CABALO_2_M2WSR2	Fresno	Mustang 2 Whirlaway Solar		-	-	-	-	-
CONTRL_1_CASAD2	CAISO System	Mammoth Lakes G2		-	-	-	-	-
DRACKR_2_DSUBT2	CAISO system	Dracker Solar Unit 2 BESS		-	-	-	-	-
DRACKR_2_DSUBT3	CAISO system	Dracker Solar Unit 3 BESS		-	-	-	-	-
DSRTHV_2_DH1SR1	CAISO System	Desert Harvest		3.2	2.4	14.4	12	12.8
DSRTHV_2_DH2BT1	CAISO System	Desert Harvest BESS		35	35	35	35	35
DSRTHV_2_DH2SR2	CAISO System	Desert Harvest 2		2.8	2.1	12.6	10.5	11.2
ESNHWR_2_WC1BT1	LA Basin	Wildcat I Energy Storage		1.5	1.5	1.5	1.5	1.5
GATEWAY_2_GESBT1	San Diego-IV	Gateway Energy Storage		250.00	250.00	250.00	250.00	250.00
JAVASR_1_JAVSR1	Fresno	Java Solar		-	-	-	-	-
JOHANN_2_JOSBT1	LA Basin	Johanna Storage 1		10	10	10	10	10
JOHANN_2_JOSBT2	LA Basin	Johanna Storage 2		10	10	10	10	10
LNCSTR_6_SOLAR2	Big Creek-Ventura	SEPV Sierra		0.34	0.26	1.53	1.28	1.38
LTBEAR_1_LB3SR3	Fresno	Little Bear Solar 3		0.8	0.6	3.6	3	3.2
LTBEAR_1_LB3SR4	Fresno	Little Bear Solar 4		2	1.5	9	7.5	8
LTBEAR_1_LB3SR5	Fresno	Little Bear Solar 5		2	1.5	9	7.5	8
LTBERA_1_LB1SR1	Fresno	Little Bear Solar 1		1.6	1.2	7.2	6	6.4
MOORPK_2_ACOBT1	Big Creek-Ventura	Acorn I Energy Storage		1	1	1	1	1
RTEDDY_2_SC1SR3	CAISO System	Rosamont West Solar Clean		-	-	-	-	-
RTEDDY_2_SEBSR3	CAISO System	Rosamont West East Bay 3		-	-	-	-	-
RTEDDY_2_SEBSR4	CAISO System	Rosamont West East Bay 4		-	-	-	-	-
RTEDDY_2_SPASR4	CAISO System	Rosamont West Solar Palo Alto		-	-	-	-	-
RTEDDY_2_SRXSR4	CAISO System	Rosamont West Solar Rosie X		-	-	-	-	-
SONOMA_1_PN5SR1	NCNB	Pond 5		0.00	0.00	0.00	0.00	0.00
TBD	CAISO System	NEE Blythe Solar Unit 2		-	-	-	-	-
TBD	Fresno	2275 Hattesen		0.00	0.00	0.00	0.00	0.00
TBD	CAISO System	Maricopa West Solar 2		0.00	0.00	0.00	0.00	0.00
TBD	CAISO System	SR Solis Oro Loma Teresina Solar Project A		0.00	0.00	0.00	0.00	0.00
TBD	CAISO System	SR Solis Oro Loma Teresina Solar Project B		0.00	0.00	0.00	0.00	0.00
TBD	CAISO System	2245 Gentry		0.00	0.00	0.00	0.00	0.00
TBD	CAISO System	Eagle Solar		0.00	0.00	0.00	0.00	0.00
TBD	CAISO System	Golden Hills Storage		-	-	-	-	-
TBD	CAISO System	RE Gaskell West 3		-	-	-	-	-
TBD	CAISO System	RE Gaskell West 4		-	-	-	-	-
TBD	CAISO System	RE Gaskell West 5		-	-	-	-	-
TBD	Fresno	Van Der Kooi Dairy Digester		0.00	0.00	0.00	0.00	0.00
TBD	Fresno	Verwey-Hanford Dairy Digester Genset #2		0.00	0.00	0.00	0.00	0.00
TBD	Fresno	Verwey-Hanford Dairy Digester III		0.00	0.00	0.00	0.00	0.00
TBD	Fresno	Verwey Madera Dairy Digester Genset #2		0.00	0.00	0.00	0.00	0.00
TBD	NCNB	Napa Recycling Biomass Plant		0.00	0.00	0.00	0.00	0.00
TBD	Fresno	David Tevelde Dairy Digester		0.00	0.00	0.00	0.00	0.00
TBD	CAISO System	Dracker Solar Unit 4		-	-	-	-	-
TBD	CAISO System	Avalon Dairy Digester		0.00	0.00	0.00	0.00	0.00
TBD	Fresno	Chowchilla Dairy Power		0.00	0.00	0.00	0.00	0.00
TBD	Fresno	RuAnn Dairy Digester		0.00	0.00	0.00	0.00	0.00
TBD	Sierra	Lisa Boone Harris		0.00	0.00	0.00	0.00	0.00
TBD	Fresno	Lone Oak Dairy Digester		0.00	0.00	0.00	0.00	0.00
TBD	Fresno	WCW Generator 1		0.00	0.00	0.00	0.00	0.00
TBD		Blue Mountain Electric Company		-	-	-	-	-
TBD	Bay Area	Hummingbird Energy Storage		-	-	-	-	-
TBD	Bay Area	Elkhorn Energy Storage		-	-	-	-	-
TBD	LA Basin	Organic Energy Solutions		0.00	0.00	0.00	0.00	0.00
TBD	Big Creek-Ventura	Antelope DSR 3		-	-	-	-	-
TBD	Big Creek-Ventura	Santa Barbara County Public Works Department		0.00	0.00	0.00	0.00	0.00
TBD	CAISO System	Avalon Hybrid		-	-	-	-	-
TBD	CAISO System	CalCity Solar I		0.00	0.00	0.00	0.00	0.00
TBD	LA Basin	Stanton Energy Reliability Center, LLC		-	-	-	-	-
TBD	LA Basin	Stanton Energy Reliability Center, LLC		-	-	-	-	-
TBD		AltaGas Power Holdings (U.S.) Inc.		-	-	-	-	-
TBD		The Procter & Gamble Paper Products Company		-	-	-	-	-

TBD	CAISO System	Victorville Energy Center	0.00	0.00	0.00	0.00	0.00
TBD	CAISO System	Strauss Wind Energy	-	-	-	-	-
TBD	Fresno	American Kings Solar	-	-	-	-	-
TBD	Fresno	Slate	-	-	-	-	-
TBD	Fresno	Slate 2	-	-	-	-	-
TBD	Fresno	Slate 3	-	-	-	-	-
TBD	CAISO System	Sun Streams Solar 2	-	-	-	-	-
TBD	San Diego-IV	Valley Center Renewable	0	0	0	0	0
TBD	CAISO System	Aquamarine Westside	-	-	-	-	-
TBD	CAISO System	Maverick 6 (Almasol Generating Station 6)	0	0	0	0	0
TBD	CAISO System	Maverick 7 (Almasol Generation Station 7)	0	0	0	0	0
TBD	CAISO System	Maverick 8 (Almasol Generation Station 8)	0	0	0	0	0
TBD	Big Creek-Ventura	Luna	-	-	-	-	-
TBD	CAISO System	Sanborn	-	-	-	-	-
TBD	CAISO System	High Desert	-	-	-	-	-
TBD	CAISO system	Cal Flats BESS	0	0	0	0	0
TBD	Bay Area	Black Diamond Energy Storage	-	-	-	-	-
TBD	Bay Area	SunRun -Bay Area LIP	0.70	0.70	0.70	0.70	0.70
TBD	Fresno	SunRun - Fresno LIP	0.10	0.10	0.10	0.10	0.10
TBD	NCNB	SunRun -NCNB LIP	0.20	0.20	0.20	0.20	0.20
TBD	Sierra	SunRun -Sierra LIP	0.13	0.13	0.13	0.13	0.13
TBD	Stockton	SunRun -Stockton LIP	0.10	0.10	0.10	0.10	0.10
TBD	CAISO System	SunRun - PGE System LIP	0.30	0.30	0.30	0.30	0.30
TBD	LA Basin	SunRun - LA Basin LIP	0.80	0.80	0.80	0.80	0.80
TBD	Big Creek-Ventura	SunRun - BCV LIP	0.59	0.59	0.59	0.59	0.59
TBD	CAISO System	SunRun - SCE System LIP	0.17	0.17	0.17	0.17	0.17
TBD	San Diego-IV	SunRun - San Diego-IV LIP	1.10	1.10	1.10	1.10	1.10
TBD	Bay Area	Leapfrog -Bay Area LIP	20.59	20.91	21.03	21.78	23.01
TBD	Fresno	Leapfrog - Fresno LIP	8.64	8.6	8.74	9.35	9.64
TBD	NCNB	Leapfrog -NCNB LIP	1.8	1.85	1.89	2.17	3.65
TBD	Sierra	Leapfrog -Sierra LIP	1.23	1.23	1.28	1.75	2.86
TBD	Stockton	Leapfrog -Stockton LIP	1.16	1.18	1.24	1.65	2.4
TBD	CAISO System	Leapfrog - PGE System LIP	4.86	4.82	5.02	5.79	7.3
TBD	Humboldt	Leapfrog - Humboldt LIP	0.6	0.68	0.69	2.15	2.8
TBD	Kern	Leapfrog - Kern LIP	0.6	0.68	0.69	2.15	2.8
TBD	LA Basin	Leapfrog - LA Basin LIP	21.6	21.92	21.88	22.03	21.85
TBD	Big Creek-Ventura	Leapfrog - BCV LIP	6.55	6.71	6.74	6.47	6.47
TBD	CAISO System	Leapfrog - SCE System LIP	2.42	2.42	2.45	2.38	2.33
TBD	San Diego-IV	Leapfrog - San Diego-IV LIP	6.06	6.04	6.14	6.22	6.14
TBD	San Diego-IV	OhmConnect - San Diego-IV LIP	2.30	2.38	2.77	4.01	3.81
TBD	Bay Area	OhmConnect -Bay Area LIP	4.56	4.93	5.38	7.86	7.20
TBD	Fresno	OhmConnect - Fresno LIP	1.19	1.39	1.55	7.10	10.34
TBD	NCNB	OhmConnect -NCNB LIP	0.76	0.82	0.89	1.19	1.40
TBD	Sierra	OhmConnect -Sierra LIP	1.23	1.33	1.45	2.81	4.13
TBD	Stockton	OhmConnect -Stockton LIP	0.40	0.45	0.51	0.88	1.44
TBD	CAISO System	OhmConnect - PGE System LIP	1.46	1.64	1.84	3.81	5.39
TBD	Humboldt	OhmConnect - Humboldt LIP	0.16	0.17	0.17	0.19	0.21
TBD	Kern	OhmConnect - Kern LIP	0.45	0.58	0.65	3.13	4.27
TBD	LA Basin	OhmConnect - LA Basin LIP	2.68	3.11	3.48	7.32	9.14
TBD	Big Creek-Ventura	OhmConnect - BCV LIP	1.04	1.20	1.30	3.90	4.06
TBD	CAISO System	OhmConnect - SCE System LIP	0.28	0.35	0.41	0.95	1.25
TBD	CAISO System	Cpower - PGE System DRAM	0.00	0.00	0.00	0.00	8.00
TBD	CAISO System	Enel X - PGE System DRAM	1.75	1.75	1.75	1.75	1.75
TBD	CAISO System	Leapfrog - PGE System DRAM	12.00	12.00	12.00	12.00	20.00
TBD	CAISO System	OhmConnect - PGE System DRAM	6.35	6.35	7.65	10.20	12.75
TBD	CAISO System	Stem - PGE System DRAM	5.70	5.70	5.70	5.70	5.70
TBD	CAISO System	Voltus - PGE System DRAM	18.00	18.00	18.00	18.00	18.00
TBD	CAISO System	Leapfrog - SDGE DRAM	12.00	12.00	12.40	12.40	12.40
TBD	San Diego-IV	OhmConnect - San Diego-IV DRAM	1.87	1.87	1.87	2.50	2.50
TBD	CAISO System	Enerwise - SCE System DRAM	0.00	0.00	0.00	0.00	6.40
TBD	CAISO System	Leapfrog - SCE System DRAM	38.00	38.00	38.00	38.00	45.00
TBD	CAISO System	OhmConnect- SCE System DRAM	1.35	1.35	1.35	2.73	3.63
TBD	CAISO System	Voltus - SCE System DRAM	22.25	22.25	22.25	22.25	22.25
TBD	Bay Area	Dallas Energy Storage 4	-	-	-	-	-
VISTRA_5_DALBT1	Bay Area	Dallas Energy Storage	100.00	100.00	100.00	100.00	100.00
VISTRA_5_DALBT2	Bay Area	Dallas Energy Storage 2	100.00	100.00	100.00	100.00	100.00

VISTRA_5_DALBT3	Bay Area	Dallas Energy Storage 3	100.00	100.00	100.00	100.00	100.00
TBD	LA Basin	Orange County Energy Storage 1 LLC	-	-	-	-	-
TBD	LA Basin	Orange County Energy Storage 2 LLC	-	-	-	-	-
TBD	LA Basin	Orange County Energy Storage 3 LLC	-	-	-	-	-
JOHANN_2_JOSBT1	LA Basin	Hecate Energy Johanna Facility LLC	-	-	-	-	-
JOHANN_2_JOSBT2	LA Basin	Hecate Energy Johanna Facility LLC	-	-	-	-	-
TBD	Big Creek-Ventura	Silverstrand Grid, LLC	-	-	-	-	-
GOLETA_2_VALBT1	Big Creek-Ventura	Orni 34 LLC	-	-	-	-	-
TBD	Big Creek-Ventura	Strata Saticoy, LLC	-	-	-	-	-
TBD	Fresno	SP Tranquillity Solar Storage, LLC	0.00	0.00	0.00	0.00	0.00
TBD	CAISO System	SP Garland Solar Storage, LLC	-	-	-	-	-
TBD	CAISO System	Edwards Sanborn Storage I, LLC	0.00	0.00	0.00	0.00	0.00

0.00	0.00	0.00	0.00	0.00	0.00	0.00	South	EO
-	-	-	-	-	-	-	- North	FC
-	-	-	-	-	-	-	- North	FC
-	-	-	-	-	-	-	- North	ID to 100%
-	-	-	-	-	-	-	- North	ID to 100%
-	-	-	-	-	-	-	- North	ID to 100%
-	-	-	-	-	-	-	- South	ID to 100%
0	0	0	0	0	0	0	0 South	ID to 0%
-	-	-	-	-	-	-	- North	ID to 100%
0	0	0	0	0	0	0	0 South	ID to 0%
0	0	0	0	0	0	0	0 South	ID to 0%
0	0	0	0	0	0	0	0 South	ID to 0%
-	-	-	-	-	-	-	- South	ID to 100%
-	-	-	-	-	-	-	- South	ID to 100%
-	-	-	-	-	-	-	- South	FC
0	0	60	60	60	60	60	60 North	FC
-	-	-	-	-	-	-	- North	ID to 100%
0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70 North	FC
0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10 North	FC
0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20 North	FC
0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13 North	FC
0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10 North	FC
0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30 North	FC
0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80 South	FC
0.59	0.59	0.59	0.59	0.59	0.59	0.59	0.59 South	FC
0.17	0.17	0.17	0.17	0.17	0.17	0.17	0.17 South	FC
1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10 South	FC
25.04	25.57	25.27	25.51	23.26	21.19	20.94	20.94 North	FC
9.95	9.96	9.88	9.82	9.42	8.76	8.64	8.64 North	FC
4.67	5.16	4.89	4.47	2.94	1.91	1.88	1.88 North	FC
3.59	3.75	3.5	3.23	2.03	1.27	1.24	1.24 North	FC
2.91	3.11	2.9	2.74	1.86	1.23	1.18	1.18 North	FC
8.15	8.39	8.07	7.74	6.27	4.96	4.88	4.88 North	FC
3.63	3.62	3.42	3.19	2.18	0.68	0.62	0.62 North	FC
3.63	3.62	3.42	3.19	2.18	0.68	0.62	0.62 North	FC
21.38	21.14	20.74	21.27	21.65	22.1	21.55	21.55 South	FC
6.38	6.32	6.28	6.28	6.38	6.7	6.55	6.55 South	FC
2.29	2.28	2.29	2.31	2.38	2.44	2.43	2.43 South	FC
6.25	6.11	5.93	5.72	6.04	6.25	6.06	6.06 South	FC
6.19	7.44	8.95	11.84	6.06	4.56	3.77	3.77 South	FC
14.42	17.16	17.22	18.36	8.60	7.94	7.97	7.97 North	FC
19.35	21.94	22.21	23.04	10.07	2.72	2.59	2.59 North	FC
2.40	2.91	2.86	2.85	1.37	1.33	1.38	1.38 North	FC
7.45	8.29	8.16	8.34	3.32	2.23	2.30	2.30 North	FC
3.00	3.36	3.42	3.76	1.50	0.93	0.95	0.95 North	FC
10.01	12.18	12.19	12.70	5.18	3.11	3.20	3.20 North	FC
0.16	0.17	0.18	0.18	0.23	0.23	0.24	0.24 North	FC
8.16	8.07	8.22	9.55	4.45	1.06	0.95	0.95 North	FC
16.35	22.23	25.04	22.27	13.12	6.83	4.88	4.88 South	FC
5.23	8.47	9.56	7.58	5.42	4.17	1.76	1.76 South	FC
1.72	2.26	2.31	1.88	1.08	0.83	0.41	0.41 South	FC
9.00	10.00	10.00	10.00	9.00	0.00	0.00	0.00 North	FC
1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75 North	FC
20.00	20.00	20.00	20.00	20.00	12.00	12.00	12.00 North	FC
25.49	25.49	25.49	25.49	11.45	7.65	7.65	7.65 North	FC
5.70	5.70	5.70	5.70	5.70	5.70	5.70	5.70 North	FC
19.00	20.00	20.00	20.00	19.00	18.00	18.00	18.00 North	FC
13.00	13.00	13.00	13.00	13.00	12.00	12.00	12.00 South	FC
4.41	6.29	6.29	6.29	3.79	2.50	2.50	2.50 South	FC
7.20	8.00	8.00	8.00	7.20	0.00	0.00	0.00 South	FC
45.00	45.00	45.00	45.00	45.00	38.00	38.00	38.00 South	FC
6.81	9.06	9.06	9.06	4.53	2.73	2.28	2.28 South	FC
30.25	38.00	38.00	38.00	30.25	22.25	22.25	22.25 South	FC
100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00 North	ID to 100%
100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00 North	ID to 100%
100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00 North	ID to 100%

Comment

Waiting for WOD upgrade

Waiting for WOD upgrade

BLKCRK_2_SOLAR1 will become EO when BESS becomes FC. BLKCRK_2_SOLAR1 monthly values already pre-adjusted to 0% for Aug-Dec.

C7: Waiting for Bellota-Warnerville 230 kV reconductoring and possibly other

QF conversion from CONTRL_1_QF; Anticipated Pmax=15.

DRACKR_2_SOLAR2 will become EO when BESS becomes FC. DRACKR_2_SOLAR2 monthly values already pre-adjusted to 0% for May-Dec.

DRACKR_2_DS3SR3 will become EO when BESS becomes FC. DRACKR_2_DS3SR3 monthly values already pre-adjusted to 0% for Aug-Dec.

Waiting for WOD upgrade, Red Bluff 500/230kV bank No. 2 and ELM upgrade.

Waiting for WOD upgrade, Red Bluff 500/230kV bank No. 2 and ELM upgrade.

Waiting for WOD upgrade, Red Bluff 500/230kV bank No. 2 and ELM upgrade.

Waiting for WOD upgrades and Mesa loop-in upgrade

C8: Waiting for: Remedial Action Scheme

C6: Waiting for Bellota-Warnerville 230 kV reconductoring and possibly other

Hybrid - However Solar is FCDS and BESS is EO

C7: Waiting for Bellota-Warnerville 230 kV reconductoring, Wilson - Le Grand 115 kV line reconductoring and possibly other

C8: Waiting for Bellota-Warnerville 230 kV reconductoring, Wilson - Le Grand 115 kV line reconductoring and possibly other

C8: Waiting for Bellota-Warnerville 230 kV reconductoring, Wilson - Le Grand 115 kV line reconductoring and possibly other

C7: Waiting for Bellota-Warnerville 230 kV reconductoring, Wilson - Le Grand 115 kV line reconductoring and possibly other

Waiting for Moorpark - Pardee 220 kV No. 4

Deliverability status could be EO, PC or FC depending on deliverability assignment among units 2, 3 and 4.

Unknown resource ID, Queue and/ or WDAT number

C11: Waiting for RNUs and DNUs per LGIA.

C10: Waiting for RNUs and DNUs per LGIA.

Unknown resource ID, Queue and/ or WDAT number

Unknown resource ID, Queue and/ or WDAT number

C8: Waiting for Bellota-Warnerville 230 kV reconductoring and possibly other (PV: 50.50 MW, ESS: 0.00 MW)

Hybrid - C8: Waiting for Bellota-Warnerville 230 kV reconductoring and possibly other (PV: 93.00 MW, ESS: 46.50 MW)

Hybrid - C8: Waiting for Bellota-Warnerville 230 kV reconductoring and possibly other (PV: 67.50 MW, ESS: 33.75 MW)

Waiting for Desert Area upgrades.

Not included in the 2021 NQC study due to COD.

C8: Waiting for RNUs and DNUs per LGIA.

Hybrid - Waiting for WOD upgrade; Not included in the 2021 NQC study due to COD.

Hybrid - Waiting for WOD upgrade; Not included in the 2021 NQC study due to COD.

Hybrid - Waiting for WOD upgrade; Not included in the 2021 NQC study due to COD.

Waiting for Tehachapi cRAS

Waiting for Tehachapi cRAS

HIDSRT_2_UNITS will be reduced in order for this resource to be FC (limited to 850 MW total). HIDSRT_2_UNITS monthly values already pre-adjusted for Aug-Dec.

CALFTN_2_SOLAR will become PCDS to 82% when BESS becomes FC. CALFTN_2_SOLAR monthly values already pre-adjusted to 82% for Aug-Dec.

C8: Waiting for RNU and DNU per LGIA

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

Maximum aggregated PDRR by provider

C11: Waiting for RNUs and DNUs per LGIA.

C11: Waiting for RNUs and DNUs per LGIA.

C11: Waiting for RNUs and DNUs per LGIA.

C11: Waiting for RNUs and DNUs per LGIA.

Waiting for Moorpark - Pardee upgrade

Waiting for Moorpark - Pardee upgrade

Year 2021 deliverability already allocated to TRNQLT_2_SOLAR and cannot be reduced per ISO Tariff.

Not included in the 2021 NQC study due to COD.

2021 ELCC Values and Technology Factors

Non-Dispatchable Solar, Wind, Biomass, Cogeneration, Geothermal, and Hydro Technology Factors for Compliance Year 2021

Solar PV and Solar Thermal	
Month	CY 2021 Solar ELCC
1	4.0%
2	3.0%
3	18.0%
4	15.0%
5	16.0%
6	31.0%
7	39.0%
8	27.0%
9	14.0%
10	2.0%
11	2.0%
12	0.0%

Wind	
Month	CY 2021 Wind ELCC
1	14.0%
2	12.0%
3	28.0%
4	25.0%
5	25.0%
6	33.0%
7	23.0%
8	21.0%
9	15.0%
10	8.0%
11	12.0%
12	13.0%

Biomass				
Month	2017	2018	2019	Average
1	81%	91%	93%	88%
2	92%	89%	92%	91%
3	88%	86%	93%	89%
4	80%	85%	90%	85%
5	91%	88%	91%	90%
6	94%	91%	95%	93%

7	89%	92%	94%	92%
8	97%	93%	93%	94%
9	93%	95%	94%	94%
10	86%	88%	89%	87%
11	90%	88%	92%	90%
12	91%	92%	93%	92%

Cogeneration				
Month	2017	2018	2019	Average
1	77%	83%	88%	83%
2	83%	74%	86%	81%
3	75%	75%	87%	79%
4	64%	69%	88%	74%
5	77%	80%	82%	80%
6	88%	88%	87%	88%
7	86%	81%	87%	84%
8	83%	89%	88%	87%
9	85%	79%	86%	83%
10	70%	72%	83%	75%
11	83%	75%	91%	83%
12	86%	88%	90%	88%

Geothermal				
Month	2017	2018	2019	Average
1	97%	94%	98%	96%
2	93%	94%	98%	95%
3	85%	90%	95%	90%
4	87%	63%	88%	79%
5	80%	71%	95%	82%
6	70%	74%	91%	78%
7	84%	91%	94%	90%
8	75%	95%	95%	88%
9	78%	93%	91%	87%
10	82%	91%	88%	87%
11	93%	95%	97%	95%
12	94%	98%	99%	97%

Hydro				
Month	2017	2018	2019	Average
1	57%	62%	61%	60%
2	67%	65%	63%	65%
3	83%	67%	83%	78%
4	77%	72%	78%	75%
5	63%	73%	73%	70%

6	77%	72%	68%	72%
7	80%	74%	81%	79%
8	72%	70%	73%	72%
9	72%	77%	70%	73%
10	64%	70%	69%	68%
11	60%	56%	62%	59%
12	75%	59%	67%	67%

Please refer any questions regarding these tables to:
Simone Brant, CPUC, 415-703-5239, simone.brant@cpuc.ca.gov

Attachment B 12

SDG&E Vista Energy Storage Q1061 Q1294 Vista ESS LGIA

**LARGE GENERATOR INTERCONNECTION
AGREEMENT**

AMONG

**VISTA ENERGY STORAGE, LLC
AND**

SAN DIEGO GAS & ELECTRIC COMPANY

AND

**CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION**

**PROJECT: Vista Energy Storage and Vista Energy Storage 2
CAISO QUEUE POSITION: Q1061 and Q1294**

Table of Contents

ARTICLE 1. DEFINITIONS	2
ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION.....	12
ARTICLE 3. REGULATORY FILINGS AND CAISO TARIFF COMPLIANCE	15
ARTICLE 4. SCOPE OF SERVICE	15
ARTICLE 6. TESTING AND INSPECTION	35
ARTICLE 7. METERING.....	36
ARTICLE 8. COMMUNICATIONS	36
ARTICLE 9. OPERATIONS	39
ARTICLE 10. MAINTENANCE	47
ARTICLE 11. PERFORMANCE OBLIGATION.....	49
ARTICLE 12. INVOICE.....	56
ARTICLE 13. EMERGENCIES.....	57
ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAWS	59
ARTICLE 15. NOTICES.....	60
ARTICLE 16. FORCE MAJEURE.....	60
ARTICLE 17. DEFAULT.....	61
ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES, AND INSURANCE.....	61
ARTICLE 19. ASSIGNMENT.....	66
ARTICLE 20. SEVERABILITY	67
ARTICLE 21. COMPARABILITY	67
ARTICLE 22. CONFIDENTIALITY.....	67
ARTICLE 23. ENVIRONMENTAL RELEASES.....	71
ARTICLE 24. INFORMATION REQUIREMENTS	71
ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS	73
ARTICLE 26. SUBCONTRACTORS.....	75
ARTICLE 27. DISPUTES	75
ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS.....	76
ARTICLE 29. [RESERVED].....	77
ARTICLE 30. MISCELLANEOUS.....	77

Appendices

Appendix A Interconnection Facilities, Network Upgrades and Distribution Upgrades

Appendix B Milestones

Appendix C Interconnection Details

Appendix D Security Arrangements Details

Appendix E Commercial Operation Date

Appendix F Addresses for Delivery of Notices and Billings

Appendix G Interconnection Customer's Share of Costs of Network Upgrades for Applicable Project Group

Appendix H Interconnection Requirements for an Asynchronous Generating Facility



LARGE GENERATOR INTERCONNECTION AGREEMENT

VISTA ENERGY STORAGE, LLC

SAN DIEGO GAS & ELECTRIC COMPANY

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

THIS LARGE GENERATOR INTERCONNECTION AGREEMENT (“LGIA”) is made and entered into this 13 day of November 2017, by and among Vista Energy Storage, LLC a limited liability company, organized and existing under the laws of the State of Delaware ("Interconnection Customer" with a Large Generating Facility), San Diego Gas & Electric Company, a corporation organized and existing under the laws of the State of California (“**Participating TO**”), and **California Independent System Operator Corporation**, a California nonprofit public benefit corporation organized and existing under the laws of the State of California (“CAISO”). Interconnection Customer, Participating TO, and CAISO each may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, CAISO exercises Operational Control over the CAISO Controlled Grid; and

WHEREAS, the Participating TO owns, operates, and maintains the Participating TO’s Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this LGIA; and

WHEREAS, Interconnection Customer, Participating TO, and CAISO have agreed to enter into this LGIA for the purpose of interconnecting the Large Generating Facility with the Participating TO’s Transmission System;

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

When used in this LGIA, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used.

ARTICLE 1. DEFINITIONS

ADNU shall mean Area Delivery Network Upgrade.

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 CAISO Controlled Grid that may be affected by the proposed interconnection, including the Participating TO's electric system that is not part of the CAISO Controlled Grid.

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.

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 Western Electricity Coordinating Council or its successor.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Balancing Authority Area of the Participating TO's Transmission System to which the Generating Facility is directly connected, including requirements adopted pursuant to Section 215 of the Federal Power Act.

Area Deliverability Constraint shall mean a previously identified transmission system operating limit, based on a CAISO interconnection study or transmission planning study and listed on the CAISO website, that would constrain the deliverability of a substantial number of generators if the CAISO were to assign full capacity or partial capacity deliverability status to additional generating facilities in one or more specified geographic or electrical areas of the CAISO Controlled Grid in a total amount that is greater than the TP Deliverability for those areas. May also be a transmission system operating limit that constrains all or most of the same generation already constrained by a previously identified Area Deliverability Constraint.

Area Delivery Network Upgrade shall mean a transmission upgrade or addition identified by the CAISO to relieve an Area Deliverability Constraint.

Asynchronous Generating Facility shall mean an induction, doubly-fed, or electronic power generating unit(s) that produces 60 Hz (nominal) alternating current.

Balancing Authority shall mean the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.

Balancing Authority Area shall mean the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

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

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

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

Business Day shall mean Monday through Friday, excluding federal holidays and the day after Thanksgiving Day.

CAISO Controlled Grid shall mean the system of transmission lines and associated facilities of the parties to the Transmission Control Agreement that have been placed under the CAISO's Operational Control.

CAISO Tariff shall mean the CAISO's tariff, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Calendar Day shall mean any day including Saturday, Sunday or a federal holiday.

Commercial Operation shall mean the status of an Electric Generating Unit or project phase at a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of an Electric Generating Unit or project phase shall mean the date on which the Electric Generating Unit or project phase at the Generating Facility commences Commercial Operation as agreed to by the applicable Participating TO, the CAISO, and the Interconnection Customer pursuant to Appendix E to this LGIA, and in accordance with the implementation plan agreed to by the Participating TO and the CAISO for multiple individual Electric Generating Units or project phases at a Generating Facility where an Interconnection Customer intends to establish separate Commercial Operation Dates for those Electric Generating Units or project phases.

Confidential Information shall mean 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, subject to Article 22.1.2.

Deliverability shall mean (1) The annual Net Qualifying Capacity of a Generating Facility, as verified through a Deliverability Assessment and measured in MW, which specifies the amount of resource adequacy capacity the Generating Facility is eligible to provide. (2) The annual Maximum Import Capability of an Intertie which specifies the amount of resource adequacy capacity measured in MW, that load-serving entities collectively can procure from imports at that Intertie to meet their resource adequacy requirements.

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

Distribution System shall mean those non-CAISO-controlled transmission and distribution facilities owned by the Participating TO.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Participating TO's Distribution System. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which this LGIA becomes effective upon execution by all Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Electric Generating Unit shall mean an individual electric generator and its associated plant and apparatus whose electrical output is capable of being separately identified and metered.

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 the CAISO, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the CAISO Controlled Grid or the electric systems of others to which the CAISO Controlled Grid is directly connected; (3) that, in the case of the Participating TO, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Participating TO's Transmission System, Participating TO's Interconnection Facilities, Distribution System, or the electric systems of others to which the Participating TO's electric system is directly connected; or (4) that, in the case of the 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 LGIA to possess black start capability.

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.

Generating Facility shall mean the Interconnection Customer's Electric Generating Unit(s) used for the production and/or storage for later injection of electricity identified in the Interconnection Customer's Interconnection Request, but shall not include the 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 and Deliverability Allocation Procedures (GIDAP) shall mean the CAISO protocol that sets forth the interconnection and allocation procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that is included in CAISO Tariff Appendix DD.

Generator Interconnection Study Process Agreement shall mean the agreement between the Interconnection Customer and the CAISO for the conduct of the Interconnection Studies.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility 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 any one of a number of the optimum practices, methods, or acts 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 the Interconnection Customer, CAISO, Participating TO, or any Affiliate thereof.

Governing Independent Study Process Interconnection Studies shall mean the engineering study(ies) conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), that evaluates the impact of the proposed interconnection on the safety and reliability of the Participating TO's Transmission System and, if applicable, an Affected System, which shall consist primarily of a Facilities Study as described in Section 4.5 of the Generation Interconnection Procedures, a System Impact Study as described in Section 4.4 of the Generation Interconnection Procedures, or a system impact and facilities study as described in Section 4.4 of the GIDAP.

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 an Electric Generating Unit is initially synchronized and upon which Trial Operation begins.

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

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of this LGIA, 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 Participating TO's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Participating TO's Interconnection Facilities and the 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 Participating TO's Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Financial Security shall mean any of the financial instruments listed in Section 11.1 of the GIDAP that are posted by an Interconnection Customer.

Interconnection Handbook shall mean a handbook, developed by the Participating TO and posted on the Participating TO's web site or otherwise made available by the Participating TO, describing technical and operational requirements for wholesale generators and loads connected to the Participating TO's portion of the CAISO Controlled Grid, as such handbook may be modified or superseded from time to time. Participating TO's standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this LGIA and the terms of the Participating TO's Interconnection Handbook, the terms in this LGIA shall apply.

Interconnection Request shall mean a request, in the form of Appendix 1 to the GIDAP, in accordance with the CAISO Tariff.

Interconnection Service shall mean the service provided by the Participating TO and CAISO associated with interconnecting the Interconnection Customer's Generating Facility to the Participating TO's Transmission System and enabling the CAISO Controlled Grid to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of this LGIA, the Participating TO's Transmission Owner Tariff, and the CAISO Tariff.

Interconnection Study shall mean

- (i) For Interconnection Requests processed under the cluster study process described in the GIDAP, any of the following: the Phase I Interconnection Study conducted or caused to be performed by the CAISO, the reassessment of the Phase I Interconnection Study Base Case conducted or caused to be performed by the CAISO prior to the commencement of the Phase II Interconnection Study, or the Phase II Interconnection Study conducted or caused to be performed by the CAISO, pursuant to the GIDAP.
- (ii) For Interconnection Requests processed under the Independent Study Process described in the GIDAP, the governing study(ies) conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), pursuant to the GIDAP, which shall consist primarily of a system impact and facilities study as described in Section 4.4 of the GIDAP.

IRS shall mean the Internal Revenue Service.

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

LDNU shall mean Local Delivery Network Upgrades.

Local Deliverability Constraint shall mean a transmission system operating limit modeled in the GIDAP study process that would be exceeded if the CAISO were to assign full capacity or partial capacity deliverability status to one or more additional generating facilities interconnecting to the CAISO Controlled Grid in a specific local area, and that is not an Area Deliverability Constraint.

Local Delivery Network Upgrade shall mean a transmission upgrade or addition identified by the CAISO in the GIDAP study process to relieve a Local Deliverability Constraint.

Loss shall mean any and all damages, losses, and 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.

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

Merchant Network Upgrades – Network Upgrades constructed and owned by an Interconnection Customer or a third party pursuant to Article 5.1.5 of this LGIA, Section 14.3 of the GIDAP, and Sections 24.4.6.1 and 36.11 of the CAISO Tariff.

Metering Equipment shall mean all metering equipment installed or to be installed for measuring the output of the Generating Facility pursuant to this LGIA 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.

Net Scheduled Generating Unit shall mean an Electric Generating Unit identified in a Net Scheduled PGA operated as a single unit such that the energy bid or self-schedule with the CAISO is the net value of the aggregate electrical net output of the Electric Generating Unit and the self-provided load.

Net Scheduled PGA shall mean a Net Scheduled Participating Generator Agreement specifying the special provisions for the operating relationship between a Net Scheduled Generating Unit and the CAISO, a pro forma version of which is set forth in Appendix B.3 of the CAISO Tariff.

Network Upgrades shall be Participating TO's Delivery Network Upgrades and Participating TO's Reliability Network Upgrades.

Operational Control shall mean the rights of the CAISO under the Transmission Control Agreement and the CAISO Tariff to direct the parties to the Transmission Control Agreement how to operate their transmission lines and facilities and other electric plant affecting the reliability of those lines and facilities for the purpose of affording comparable non-discriminatory transmission access and meeting applicable reliability criteria.

Option (A) Generating Facilities shall mean a Generating Facility for which the Interconnection Customer has selected Option (A) as the Deliverability option under Section 7.2 of the GIDAP.

Option (B) Generating Facilities shall mean a Generating Facility for which the Interconnection Customer has selected Option (B) as the Deliverability option under Section 7.2 of the GIDAP.

Participating TO's Delivery Network Upgrades shall mean the additions, modifications, and upgrades to the Participating TO's Transmission System at or beyond the Point of Interconnection, other than Reliability Network Upgrades, identified in the Interconnection Studies, as identified in Appendix A, to relieve constraints on the CAISO Controlled Grid. Participating TO Delivery Network Upgrades can be either ADNU or LDNU.

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

Participating TO's Reliability Network Upgrades shall mean the additions, modifications, and upgrades to the Participating TO's Transmission System at or beyond the Point of Interconnection, identified in the Interconnection Studies, as identified in Appendix A, necessary to interconnect the Large Generating Facility safely and reliably to the Participating TO's Transmission System, which would not have been necessary but for the interconnection of the Large Generating Facility, including additions, modifications, and upgrades necessary to remedy short circuit or stability problems resulting from the interconnection of the Large Generating Facility to the Participating TO's Transmission System. Participating TO's Reliability Network Upgrades also include, consistent with Applicable Reliability Standards and Applicable Reliability Council practice, the Participating TO's facilities necessary to mitigate any adverse impact the Large Generating Facility's interconnection may have on a path's

Applicable Reliability Council rating. Participating TO's Reliability Network Upgrades do not include any Participating TO's Delivery Network Upgrades.

Participating TO's Transmission System shall mean the facilities owned and operated by the Participating TO and that have been placed under the CAISO's Operational Control, which facilities form part of the CAISO Controlled Grid.

Party or Parties shall mean the Participating TO, CAISO, Interconnection Customer or the applicable combination of the above.

Phase I Interconnection Study shall mean the engineering study conducted or caused to be performed by the CAISO, in coordination with the applicable Participating TO(s), that evaluates the impact of the proposed interconnection on the safety and reliability of the Participating TO's Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility(ies) were interconnected without identified project modifications or system modifications, as provided in the On-Peak Deliverability Assessment (as defined in the CAISO Tariff), and other potential impacts, including but not limited to those identified in the Scoping Meeting as described in the GIDAP. The study will also identify the approximate total costs, based on per unit costs, of mitigating these impacts, along with an equitable allocation of those costs to Interconnection Customers for their individual Generating Facilities.

Phase II Interconnection Study shall mean an engineering and operational study conducted or caused to be performed by the CAISO in coordination with the applicable Participating TO(s), to determine the Point of Interconnection and a list of facilities (including the Participating TO's Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Stand Alone Network Upgrades), the cost of those facilities, and the time required to interconnect the Generating Facility(ies) with the Participating TO's Transmission System.

Phased Generating Facility shall mean a Generating Facility that is structured to be completed and to achieve Commercial Operation in two or more successive sequences that are specified in this LGIA, such that each sequence comprises a portion of the total megawatt generation capacity of the entire Generating Facility.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to this LGIA, where the Interconnection Customer's Interconnection Facilities connect to the Participating TO's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to this LGIA, where the Interconnection Facilities connect to the Participating TO's Transmission System.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this LGIA, 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.

RNU shall mean Reliability Network Upgrades.

Reliability Network Upgrades shall mean the transmission facilities at or beyond the Point of Interconnection identified in the Interconnection Studies as necessary to interconnect one or more Generating Facility(ies) safely and reliably to the CAISO Controlled Grid, which would not have been necessary but for the interconnection of one or more Generating Facility(ies), including Network Upgrades necessary to remedy short circuit or stability problems, or thermal overloads. Reliability Network Upgrades shall only be deemed necessary for system operating limits, occurring under any system condition, which such system operating limits cannot be adequately mitigated through Congestion Management, Operating Procedures, or Special Protection Systems based on the characteristics of the Generating Facilities included in the Interconnection Studies, limitations on market models, systems, or information, or other factors specifically identified in the Interconnection Studies. Reliability Network Upgrades also include, consistent with WECC practice, the facilities necessary to mitigate any adverse impact the Generating Facility's interconnection may have on a path's WECC rating.

Scoping Meeting shall mean the meeting among representatives of the Interconnection Customer, the Participating TO(s), other Affected Systems, and the CAISO 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.

Stand Alone Network Upgrades shall mean Network Upgrades, that the Interconnection Customer may construct without affecting day-to-day operations of the CAISO Controlled Grid or Affected Systems during their construction. The Participating TO, the CAISO, and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to this LGIA.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, that protects (1) the Participating TO's Transmission System, Participating TO's Interconnection Facilities, CAISO Controlled Grid, and Affected Systems 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 CAISO Controlled Grid, Participating TO's Interconnection Facilities, and Affected Systems or on other delivery systems or other generating systems to which the CAISO Controlled Grid is directly connected.

TP Deliverability shall mean the capability, measured in MW, of the CAISO Controlled Grid as modified by transmission upgrades and additions identified in the annual Transmission Plan to support the interconnection with Full Capacity

Deliverability Status or Partial Capacity Deliverability Status of additional Generating Facilities in a specified geographic or electrical area of the CAISO Controlled Grid.

Transmission Control Agreement shall mean CAISO FERC Electric Tariff No. 7.

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

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an Energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

2.1 Effective Date. This LGIA shall become effective upon execution by all Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. The CAISO and Participating TO shall promptly file this LGIA with FERC upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this LGIA shall remain in effect for a period of 30 years from the Effective Date (Term Specified in Individual Agreements to be ten (10) years or such other longer period as the 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 LGIA may be terminated by the Interconnection Customer after giving the CAISO and the Participating TO ninety (90) Calendar Days advance written notice, or by the CAISO and the Participating TO notifying FERC after the Generating Facility permanently ceases Commercial Operation.

2.3.2 Default. A Party may terminate this LGIA in accordance with Article 17.

2.3.3 Suspension of Work. This LGIA may be deemed terminated in accordance with Article 5.16, if applicable.

2.3.4 Notwithstanding Articles 2.3.1, 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this LGIA (if applicable), which notice

has been accepted for filing by FERC, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4.

2.4 Termination Costs. Immediately upon the other Parties' receipt of a notice of the termination of this LGIA pursuant to Article 2.3 above, the CAISO and the Participating TO will determine the total cost responsibility of the Interconnection Customer. If, as of the date of the other Parties' receipt of the notice of termination, the Interconnection Customer has not already paid its share of Network Upgrade costs, as set forth in Appendix G to this LGIA, the Participating TO will liquidate the Interconnection Customer's Interconnection Financial Security associated with its cost responsibility for Network Upgrades, in accordance with Section 11.4 of the GIDAP.

The Interconnection Customer will also be responsible for all costs incurred or irrevocably committed to be incurred in association with the construction of the Participating TO's Interconnection Facilities (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) and other such expenses, including any Distribution Upgrades for which the Participating TO or CAISO has incurred expenses or has irrevocably committed to incur expenses and has not been reimbursed by the Interconnection Customer, as of the date of the other Parties' receipt of the notice of termination, subject to the limitations set forth in this Article 2.4. Nothing in this Article 2.4 shall limit the Parties' rights under Article 17. If, as of the date of the other Parties' receipt of the notice of termination, the Interconnection Customer has not already reimbursed the Participating TO and the CAISO for costs incurred to construct the Participating TO's Interconnection Facilities, the Participating TO will liquidate the Interconnection Customer's Interconnection Financial Security associated with the construction of the Participating TO's Interconnection Facilities, in accordance with Section 11.4 of the GIDAP. If the amount of the Interconnection Financial Security liquidated by the Participating TO under this Article 2.4 is insufficient to compensate the CAISO and the Participating TO for actual costs associated with the construction of the Participating TO's Interconnection Facilities contemplated in this Article, any additional amounts will be the responsibility of the Interconnection Customer, subject to the provisions of Section 11.4 of the GIDAP. Any such additional amounts due from the Interconnection Customer beyond the amounts covered by its Interconnection Financial Security will be due to the Participating TO immediately upon termination of this LGIA in accordance with Section 11.4 of the GIDAP.

If the amount of the Interconnection Financial Security exceeds the Interconnection Customer's cost responsibility under Section 11.4 of the GIDAP, any excess amount will be released to the Interconnection Customer in accordance with Section 11.4 of the GIDAP.

2.4.1 Notwithstanding the foregoing, in the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs,

damages, and charges arising as a consequence of termination. With respect to any portion of the Participating TO's Interconnection Facilities that have not yet been constructed or installed, the Participating TO shall to the extent possible and with the 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 the Interconnection Customer elects not to authorize such cancellation, the Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and the Participating TO shall deliver such material and equipment, and, if necessary, assign such contracts, to the Interconnection Customer as soon as practicable, at the Interconnection Customer's expense. To the extent that the Interconnection Customer has already paid the Participating TO for any or all such costs of materials or equipment not taken by the Interconnection Customer, the Participating TO shall promptly refund such amounts to the Interconnection Customer, less any costs, including penalties, incurred by the Participating TO to cancel any pending orders of or return such materials, equipment, or contracts.

2.4.2 The Participating TO may, at its option, retain any portion of such materials, equipment, or facilities that the Interconnection Customer chooses not to accept delivery of, in which case the Participating TO 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 LGIA, 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 LGIA, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the Participating TO's 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 LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

2.6 Survival. This LGIA 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 LGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this LGIA was in effect; and to permit each Party to have access to the lands of the other Parties pursuant to this LGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS AND CAISO TARIFF COMPLIANCE

- 3.1 Filing.** The Participating TO and the CAISO shall file this LGIA (and any amendment hereto) with the appropriate Governmental Authority(ies), if required. The Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If the Interconnection Customer has executed this LGIA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with the Participating TO and CAISO with respect to such filing and to provide any information reasonably requested by the Participating TO or CAISO needed to comply with applicable regulatory requirements.
- 3.2 Agreement Subject to CAISO Tariff.** The Interconnection Customer will comply with all applicable provisions of the CAISO Tariff, including the GIDAP.
- 3.3 Relationship Between this LGIA and the CAISO Tariff.** With regard to rights and obligations between the Participating TO and the Interconnection Customer, if and to the extent a matter is specifically addressed by a provision of this LGIA (including any appendices, schedules or other attachments to this LGIA), the provisions of this LGIA shall govern. If and to the extent a provision of this LGIA is inconsistent with the CAISO Tariff and dictates rights and obligations between the CAISO and the Participating TO or the CAISO and the Interconnection Customer, the CAISO Tariff shall govern.
- 3.4 Relationship Between this LGIA and the Net Scheduled PGA.** With regard to the rights and obligations of a Net Scheduled Generating Unit that has entered into a Net Scheduled PGA with the CAISO and has entered into this LGIA, if and to the extent a matter is specifically addressed by a provision of the Net Scheduled PGA that is inconsistent with this LGIA, the terms of the Net Scheduled PGA shall govern.

ARTICLE 4. SCOPE OF SERVICE

- 4.1 Interconnection Service.** Interconnection Service allows the Interconnection Customer to connect the Large Generating Facility to the Participating TO's Transmission System and be eligible to deliver the Large Generating Facility's output using the available capacity of the CAISO Controlled Grid. To the extent the Interconnection Customer wants to receive Interconnection Service, the Participating TO shall construct facilities identified in Appendices A and C that the Participating TO is responsible to construct.

Interconnection Service does not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on the CAISO Controlled Grid without incurring congestion costs. In the event of transmission constraints on the CAISO Controlled Grid, the Interconnection Customer's Large Generating Facility

shall be subject to the applicable congestion management procedures in the CAISO Tariff in the same manner as all other resources.

- 4.2 Provision of Service.** The Participating TO and the CAISO shall provide Interconnection Service for the Large Generating Facility.
- 4.3 Performance Standards.** Each Party shall perform all of its obligations under this LGIA 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 LGIA for its compliance therewith. If such Party is the CAISO or Participating TO, then that Party shall amend the LGIA and submit the amendment to FERC for approval.
- 4.4 No Transmission Service.** The execution of this LGIA does not constitute a request for, nor the provision of, any transmission service under the CAISO Tariff, and does not convey any right to deliver electricity to any specific customer or point of delivery.
- 4.5 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this LGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.
- 4.6 TP Deliverability.** To the extent that an Interconnection Customer is eligible for and has been allocated TP Deliverability pursuant to Section 8.9 of the GIDAP, the Interconnection Customer's retention of such allocated TP Deliverability shall be contingent upon satisfying the obligations set forth in Section 8.9.3 of the GIDAP. In the event that the Interconnection does not retain allocated TP Deliverability with regard to any portion of the Generating Facility, such portion of the Generating Facility shall be deemed to receive Interconnection Service under this LGIA as Energy Only Deliverability Status.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

Interconnection Facilities, Network Upgrades, and Distribution Upgrades shall be studied, designed, and constructed pursuant to Good Utility Practice. Such studies, design and construction shall be based on the assumed accuracy and completeness of all technical information received by the Participating TO and the CAISO from the Interconnection Customer associated with interconnecting the Large Generating Facility.

- 5.1 Options.** Unless otherwise mutually agreed among the Parties, the Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option, Alternate Option, or, if eligible, Merchant Option, set forth below for completion of the Participating TO's Interconnection Facilities and Network Upgrades as set forth in

Appendix A, Interconnection Facilities, Network Upgrades, and Distribution Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.

5.1.1 Standard Option. The Participating TO shall design, procure, and construct the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades, using Reasonable Efforts to complete the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades by the dates set forth in Appendix B, Milestones. The Participating TO 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 the Participating TO reasonably expects that it will not be able to complete the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades by the specified dates, the Participating TO shall promptly provide written notice to the Interconnection Customer and the CAISO and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by the Interconnection Customer are acceptable to the Participating TO, the Participating TO shall so notify the Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities by the designated dates.

If the Participating TO subsequently fails to complete the Participating TO's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B, Milestones; the Participating TO shall pay the Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by the Interconnection Customer shall be extended day for day for each day that the CAISO refuses to grant clearances to install equipment.

5.1.3 Option to Build. If the dates designated by the Interconnection Customer are not acceptable to the Participating TO, the Participating TO shall so notify the Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, the Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades. If the Interconnection Customer elects to

exercise its option to assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, it shall so notify the Participating TO within thirty (30) Calendar Days of receipt of the Participating TO's notification that the designated dates are not acceptable to the Participating TO. The Participating TO, CAISO, and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A to this LGIA. Except for Stand Alone Network Upgrades, the Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option. If the Interconnection Customer elects not to exercise its option under Article 5.1.3, Option to Build, the Interconnection Customer shall so notify the Participating TO within thirty (30) Calendar Days of receipt of the Participating TO's notification that the designated dates are not acceptable to the Participating TO, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades by the Interconnection Customer) pursuant to which the Participating TO is responsible for the design, procurement and construction of the Participating TO's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, the Participating TO shall assume responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Network Upgrades pursuant to Article 5.1.1, Standard Option.

5.1.5 Merchant Option. In addition to any Option to Build set forth in Article 5.1.3 of this LGIA, an Interconnection Customer having an Option (B) Generating Facility may elect to have a party other than the applicable Participating TO construct some or all of the LDNU and ADNU for which the Interconnection Customer has the obligation to fund and which are not subject to reimbursement. Such LDNU and ADNU will be constructed and incorporated into the CAISO Controlled Grid pursuant to the provisions for Merchant Transmission Facilities in CAISO Tariff Sections 24.4.6.1 and 36.11

5.2 General Conditions Applicable to Option to Build. If the Interconnection Customer assumes responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, or assumes responsibility for any stand-alone task, such as telecommunications, environmental, or real-estate related work:

(1) within six (6) months of the execution of this LGIA, or at a later date agreed to by the Parties, the Interconnection Customer will submit to the CAISO and the Participating TO a milestone schedule for the design, procurement, and construction of the Stand Alone Network Upgrades, or any stand-alone task assumed by the Interconnection Customer. The milestone schedule will be required to support the Interconnection Customer's Commercial Operation Date, and any Appendix B Milestones will be amended to include the milestone schedule for the Stand Alone Network Upgrades;

(2) the Interconnection Customer shall engineer, procure equipment, and construct the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Participating TO;

(3) The Interconnection Customer's engineering, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which the Participating TO would be subject in the engineering, procurement or construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades;

(4) the Participating TO shall review, and the Interconnection Customer shall obtain the Participating TO's approval of, the engineering design, equipment acceptance tests, and the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, which approval shall not be unreasonably withheld, and the CAISO may, at its option, review the engineering design, equipment acceptance tests, and the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades;

(5) prior to commencement of construction, the Interconnection Customer shall provide to the Participating TO, with a copy to the CAISO for informational purposes, a schedule for construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from the Participating TO;

(6) at any time during construction, the Participating TO shall have the right to gain unrestricted access to the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(7) at any time during construction, should any phase of the engineering, equipment procurement, or construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by the Participating TO, the Interconnection Customer shall be obligated to remedy deficiencies in that portion of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades;

(8) the Interconnection Customer shall indemnify the CAISO and Participating TO for claims arising from the Interconnection Customer's construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(9) The Interconnection Customer shall transfer control of the Participating TO's Interconnection Facilities to the Participating TO and shall transfer Operational Control of Stand Alone Network Upgrades to the CAISO;

(10) Unless the Parties otherwise agree, the Interconnection Customer shall transfer ownership of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades to the Participating TO. As soon as reasonably practicable, but within twelve months after completion of the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades, the Interconnection Customer shall provide an invoice of the final cost of the construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades to the Participating TO, which invoice shall set forth such costs in sufficient detail to enable the Participating TO to reflect the proper costs of such facilities in its transmission rate base and to identify the investment upon which refunds will be provided;

(11) the Participating TO shall accept for operation and maintenance the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(12) The Interconnection Customer's engineering, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of the "Option to Build" conditions set forth in Appendix C. Interconnection Customer shall deliver to the Participating TO "as-built" drawings, information, and any other documents that are reasonably required by the Participating TO to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by the Participating TO.

5.3 Liquidated Damages. The actual damages to the Interconnection Customer, in the event the Participating TO's Interconnection Facilities or Network Upgrades are not completed by the dates designated by the Interconnection Customer and accepted by the Participating TO pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Participating TO to the Interconnection Customer in the event that the Participating TO does not complete any portion of the Participating TO's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to $\frac{1}{2}$ of 1 percent per day of the actual cost of the Participating TO's Interconnection Facilities and Network Upgrades, in the aggregate, for which the Participating TO has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Participating TO's Interconnection Facilities and Network Upgrades for which the Participating TO has assumed responsibility to design, procure, and construct. The foregoing payments will be made by the Participating TO to the Interconnection Customer as just compensation for the damages caused to the Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Participating TO's failure to meet its schedule.

No liquidated damages shall be paid to the Interconnection Customer if: (1) the Interconnection Customer is not ready to commence use of the Participating TO's Interconnection Facilities or Network Upgrades to take the delivery of power for the Electric Generating Unit's Trial Operation or to export power from the Electric Generating Unit on the specified dates, unless the Interconnection Customer would have been able to commence use of the Participating TO's Interconnection Facilities or Network Upgrades to take the delivery of power for Electric Generating Unit's Trial Operation or to export power from the Electric Generating Unit, but for the Participating TO's delay; (2) the Participating TO's failure to meet the specified dates is the result of the action or inaction of the Interconnection Customer or any other interconnection customer who has entered into an

interconnection agreement with the CAISO and/or Participating TO, action or inaction by the CAISO, or any cause beyond the Participating TO's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

In no event shall the CAISO have any responsibility or liability to the Interconnection Customer for liquidated damages pursuant to the provisions of this Article 5.3.

5.4 Power System Stabilizers. The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and the provisions of Section 4.6.5.1 of the CAISO Tariff. The CAISO reserves the right to establish reasonable minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, the Interconnection Customer shall immediately notify the CAISO and the Participating TO and restore the Power System Stabilizers to operation as soon as possible. The CAISO shall have the right to order the reduction in output or disconnection of the Large Generating Facility if the reliability of the CAISO Controlled Grid would be adversely affected as a result of improperly tuned Power System Stabilizers. The requirements of this Article 5.4 shall apply to Asynchronous Generating Facilities in accordance with Appendix H.

5.5 Equipment Procurement. If responsibility for construction of the Participating TO's Interconnection Facilities or Network Upgrades is to be borne by the Participating TO, then the Participating TO shall commence design of the Participating TO'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:

5.5.1 The CAISO, in coordination with the applicable Participating TO(s), has completed the Phase II Interconnection Study or Governing Independent Study Interconnection Study pursuant to the applicable Generator Interconnection Study Process Agreement or other applicable study process agreement;

5.5.2 The Participating TO has received written authorization to proceed with design and procurement from the Interconnection Customer by the date specified in Appendix B, Milestones; and

5.5.3 The Interconnection Customer has provided security to the Participating TO in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

- 5.6 Construction Commencement.** The Participating TO shall commence construction of the Participating TO's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:
- 5.6.1** Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
 - 5.6.2** Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Participating TO's Interconnection Facilities and Network Upgrades;
 - 5.6.3** The Participating TO has received written authorization to proceed with construction from the Interconnection Customer by the date specified in Appendix B, Milestones; and
 - 5.6.4** The Interconnection Customer has provided payment and security to the Participating TO in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
- 5.7 Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Any Party may, at any time, request a progress report from another Party. If, at any time, the Interconnection Customer determines that the completion of the Participating TO's Interconnection Facilities will not be required until after the specified In-Service Date, the Interconnection Customer will provide written notice to the Participating TO and CAISO of such later date upon which the completion of the Participating TO's Interconnection Facilities will be required.
- 5.8 Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Interconnection Customer's Interconnection Facilities and Participating TO's Interconnection Facilities and compatibility of the Interconnection Facilities with the Participating TO's Transmission System, and shall work diligently and in good faith to make any necessary design changes.
- 5.9 Limited Operation.** If any of the Participating TO's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Electric Generating Unit, the Participating TO and/or CAISO, as applicable, shall, upon the request and at the expense of the Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Electric Generating Unit and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Participating TO's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. The Participating TO and CAISO shall permit Interconnection Customer to operate the Electric Generating

Unit and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.10 Interconnection Customer's Interconnection Facilities. The Interconnection Customer shall, at its expense, design, procure, construct, own and install the Interconnection Customer's Interconnection Facilities, as set forth in Appendix A.

5.10.1 Large Generating Facility and Interconnection Customer's Interconnection Facilities Specifications. In addition to the Interconnection Customer's responsibility to submit technical data with its Interconnection Request as required by Section 3.5.1 of the GIDAP, the Interconnection Customer shall submit all remaining necessary specifications for the Interconnection Customer's Interconnection Facilities and Large Generating Facility, including System Protection Facilities, to the Participating TO and the CAISO at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. The Participating TO and the CAISO shall review such specifications pursuant to this LGIA and the GIDAP to ensure that the Interconnection Customer's Interconnection Facilities and Large Generating Facility are compatible with the technical specifications, operational control, safety requirements, and any other applicable requirements of the Participating TO and the CAISO and comment on such specifications within thirty (30) Calendar Days of the Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Participating TO's and CAISO's Review. The Participating TO's and the CAISO's review of the 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 Large Generating Facility, or the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall make such changes to the Interconnection Customer's Interconnection Facilities as may reasonably be required by the Participating TO or the CAISO, in accordance with Good Utility Practice, to ensure that the Interconnection Customer's Interconnection Facilities are compatible with the technical specifications, Operational Control, and safety requirements of the Participating TO or the CAISO.

5.10.3 Interconnection Customer's Interconnection Facilities Construction. The Interconnection Customer's Interconnection Facilities 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 Participating TO and Interconnection Customer agree on another mutually acceptable deadline, the Interconnection Customer shall deliver to the Participating TO and CAISO "as-built" drawings, information and documents for the Interconnection Customer's Interconnection

Facilities and the Electric Generating Unit(s), such as: a one-line diagram, a site plan showing the Large Generating Facility and the Interconnection Customer's Interconnection Facilities, plan and elevation drawings showing the layout of the Interconnection Customer's Interconnection Facilities, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the Interconnection Customer's Interconnection Facilities, and the impedances (determined by factory tests) for the associated step-up transformers and the Electric Generating Units. The Interconnection Customer shall provide the Participating TO and the CAISO specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable. Any deviations from the relay settings, machine specifications, and other specifications originally submitted by the Interconnection Customer shall be assessed by the Participating TO and the CAISO pursuant to the appropriate provisions of this LGIA and the GIDAP.

5.10.4 Interconnection Customer to Meet Requirements of the Participating TO's Interconnection Handbook. The Interconnection Customer shall comply with the Participating TO's Interconnection Handbook.

5.11 Participating TO's Interconnection Facilities Construction. The Participating TO'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 Participating TO and Interconnection Customer agree on another mutually acceptable deadline, the Participating TO shall deliver to the Interconnection Customer and the CAISO the following "as-built" drawings, information and documents for the Participating TO's Interconnection Facilities [include appropriate drawings and relay diagrams].

The Participating TO will obtain control for operating and maintenance purposes of the Participating TO's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities. Pursuant to Article 5.2, the CAISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.

5.12 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, 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 Large Generating Facility with the Participating TO's Transmission System; (ii) operate and maintain the Large Generating Facility, the Interconnection Facilities and the Participating TO's Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this LGIA. 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.

- 5.13 Lands of Other Property Owners.** If any part of the Participating TO's Interconnection Facilities and/or Network Upgrades are to be installed on property owned by persons other than the Interconnection Customer or Participating TO, the Participating TO shall at the 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, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Participating TO's Interconnection Facilities and/or Network Upgrades upon such property.
- 5.14 Permits.** Participating TO and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses and authorization that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, the Participating TO shall provide permitting assistance to the Interconnection Customer comparable to that provided to the Participating TO's own, or an Affiliate's generation.
- 5.15 Early Construction of Base Case Facilities.** The Interconnection Customer may request the Participating TO to construct, and the Participating TO 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 Participating TO's Transmission System which are included in the Base Case of the Interconnection Studies for the 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.
- 5.16 Suspension.** The Interconnection Customer reserves the right, upon written notice to the Participating TO and the CAISO, to suspend at any time all work associated with the construction and installation of the Participating TO's Interconnection Facilities, Network Upgrades, and/or Distribution Upgrades required under this LGIA, other than Network Upgrades identified in the Phase II Interconnection Study as common to multiple generating facilities, with the

condition that the Participating TO's electrical system and the CAISO Controlled Grid shall be left in a safe and reliable condition in accordance with Good Utility Practice and the Participating TO's safety and reliability criteria and the CAISO's Applicable Reliability Standards. In such event, the Interconnection Customer shall be responsible for all reasonable and necessary costs which the Participating TO (i) has incurred pursuant to this LGIA 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 Participating TO's electric system during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which the Participating TO cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, the Participating TO shall obtain Interconnection Customer's authorization to do so.

Network Upgrades common to multiple generating facilities, and to which the Interconnection Customer's right of suspension shall not extend, consist of Network Upgrades identified for:

- (i) generating facilities which are the subject of all Interconnection Requests made prior to the Interconnection Customer's Interconnection Request;
- (ii) generating facilities which are the subject of Interconnection Requests within the Interconnection Customer's queue cluster; and
- (iii) generating facilities that are the subject of Interconnection Requests that were made after the Interconnection Customer's Interconnection Request but no later than the date on which the Interconnection Customer's Phase II Interconnection Study Report is issued, and have been modeled in the Base Case at the time the Interconnection Customer seeks to exercise its suspension rights under this Article.

The Participating TO shall invoice the 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 required under this LGIA pursuant to this Article 5.16, and has not requested the Participating TO to recommence the work or has not itself recommenced work required under this LGIA in time to ensure that the new projected Commercial Operation Date for the full Generating Facility Capacity of the Large Generating Facility is no more than three (3) years from the Commercial Operation Date identified in Appendix B hereto, this LGIA shall be deemed terminated and the Interconnection Customer's responsibility for costs will be determined in accordance with Article 2.4 of this LGIA. The suspension period shall begin on the date the suspension is requested, or the date of the written notice to the Participating TO and the CAISO, if no effective date is specified.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by the Interconnection Customer to the Participating TO for the installation of the Participating TO's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as a refundable advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations And Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, the Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the CAISO Controlled Grid, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Participating TO for the Participating TO's Interconnection Facilities will be capitalized by the 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 the Participating TO'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 Large 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 the Participating TO's request, the Interconnection Customer shall provide the Participating TO with a report from an independent engineer confirming its representation in clause (iii), above. The Participating TO represents and covenants that the cost of the Participating TO's Interconnection Facilities paid for by the Interconnection Customer without the possibility of refund or credit will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequence of Current Tax Liability Imposed Upon the Participating TO. Notwithstanding Article 5.17.1, the Interconnection Customer shall protect, indemnify and hold harmless the Participating TO from the cost consequences of any current tax liability imposed against the Participating TO as the result of payments or property transfers made by the Interconnection Customer to the Participating TO under this LGIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay

caused by the Participating TO.

The Participating TO shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges the Interconnection Customer under this LGIA unless (i) the Participating TO has determined, in good faith, that the payments or property transfers made by the Interconnection Customer to the Participating TO should be reported as income subject to taxation or (ii) any Governmental Authority directs the Participating TO to report payments or property as income subject to taxation; provided, however, that the Participating TO may require the Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to the Participating TO (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 5.17. The Interconnection Customer shall reimburse the Participating TO for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from the Participating TO 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 the Participating TO 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 5.17.

5.17.4 Tax Gross-Up Amount. The Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that the Interconnection Customer will pay the Participating TO, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on the Participating TO ("Current Taxes") on the excess of (a) the gross income realized by the Participating TO as a result of payments or property transfers made by the Interconnection Customer to the Participating TO under this LGIA (without regard to any payments under this Article 5.17) (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 the Participating TO 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 the Participating TO's composite federal and state tax rates at the time the

payments or property transfers are received and the Participating TO 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 the Participating TO's anticipated tax depreciation deductions as a result of such payments or property transfers by the Participating TO's current weighted average cost of capital. Thus, the formula for calculating the Interconnection Customer's liability to the Participating TO pursuant to this Article 5.17.4 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, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At the Interconnection Customer's request and expense, the Participating TO 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 the Interconnection Customer to the Participating TO under this LGIA are subject to federal income taxation. The 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 the Interconnection Customer's knowledge. The Participating TO and Interconnection Customer shall cooperate in good faith with respect to the submission of such request, provided, however, the Interconnection Customer and the Participating TO explicitly acknowledge (and nothing herein is intended to alter) Participating TO's obligation under law to certify that the facts presented in the ruling request are true, correct and complete.

The Participating TO shall keep the 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 the Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. The Participating TO shall allow the Interconnection Customer to attend all meetings with IRS officials about the request and shall permit the Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Participating TO's Interconnection Facilities are placed in service, (i) the Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this LGIA terminates and the Participating TO retains ownership of the Interconnection Facilities and Network Upgrades, the Interconnection Customer shall pay a tax gross-up

for the cost consequences of any current tax liability imposed on the Participating TO, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that the Participating TO's receipt of payments or property constitutes income that is subject to taxation, the Participating TO shall notify the 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 the Interconnection Customer and at the Interconnection Customer's sole expense, the Participating TO may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon the Interconnection Customer's written request and sole expense, the Participating TO may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. The Participating TO reserve 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 the Participating TO shall keep the Interconnection Customer informed, shall consider in good faith suggestions from the Interconnection Customer about the conduct of the contest, and shall reasonably permit the Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

The Interconnection Customer shall pay to the Participating TO on a periodic basis, as invoiced by the Participating TO, the Participating TO's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest, including any costs associated with obtaining the opinion of independent tax counsel described in this Article 5.17.7. The Participating TO may abandon any contest if the Interconnection Customer fails to provide payment to the Participating TO within thirty (30) Calendar Days of receiving such invoice.

At any time during the contest, the Participating TO may agree to a settlement either with the Interconnection Customer's consent or, if such consent is refused, after obtaining written advice from independent nationally-recognized tax counsel, selected by the Participating TO, but reasonably acceptable to the Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. The Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by the 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 paragraph. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. The Participating TO may also settle any tax controversy without receiving the Interconnection

Customer's consent or any such written advice; however, any such settlement will relieve the Interconnection Customer from any obligation to indemnify the Participating TO for the tax at issue in the contest (unless the failure to obtain written advice is attributable to the Interconnection Customer's unreasonable refusal to the appointment of independent tax counsel).

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

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amounts paid by the Interconnection Customer to the Participating TO for such taxes which the Participating TO did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date payment was made by the Interconnection Customer to the date the Participating TO refunds such payment to the Interconnection Customer, and

(iii) with respect to any such taxes paid by the Participating TO, any refund or credit the Participating TO 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 the Participating TO for such overpayment of taxes (including any reduction in interest otherwise payable by the Participating TO to any Governmental Authority resulting from an offset or credit); provided, however, that the Participating TO will remit such amount promptly to the Interconnection Customer only after and to the extent that the Participating TO has received a tax refund, credit or offset from any Governmental Authority for any

applicable overpayment of income tax related to the Participating TO'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.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by the Interconnection Customer, and at the Interconnection Customer's sole expense, the CAISO or Participating TO may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against the CAISO or Participating TO for which the Interconnection Customer may be required to reimburse the CAISO or Participating TO under the terms of this LGIA. The Interconnection Customer shall pay to the Participating TO on a periodic basis, as invoiced by the Participating TO, the Participating TO's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. The Interconnection Customer, the CAISO, and the Participating TO 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 the Interconnection Customer to the CAISO or Participating TO 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, the Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by the Participating TO.

5.18 Tax Status. Each Party shall cooperate with the others to maintain the other Parties' tax status. Nothing in this LGIA is intended to adversely affect the CAISO's or any Participating TO's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General. The Interconnection Customer or the Participating TO may undertake modifications to its facilities, subject to the provisions of this LGIA and the CAISO Tariff. If a Party plans to undertake a modification that reasonably may be expected to affect the other Parties' facilities, that Party shall provide to the other Parties sufficient information regarding such modification so that the other Parties 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

Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Parties 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 Large Generating Facility modifications that do not require the Interconnection Customer to submit an Interconnection Request, the CAISO or Participating TO shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the CAISO Controlled Grid, Participating TO's Interconnection Facilities, Network Upgrades or Distribution Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof. The Participating TO and the CAISO shall determine if a Large Generating Facility modification is a Material Modification in accordance with the GIDAP.

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

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

5.20 Annual Reassessment Process. In accordance with Section 7.4 of the GIDAP, the CAISO will perform an annual reassessment, as part of a queue cluster interconnection study cycle, in which it will update certain base case data prior to beginning the GIDAP Phase II Interconnection Studies. As set forth in Section 7.4, the CAISO may determine through this assessment that Delivery Network Upgrades already identified and included in executed generator interconnection agreements should be modified in order to reflect the current circumstances of interconnection customers in the queue, including any withdrawals therefrom, and any additions and upgrades approved in the CAISO's most recent TPP cycle. To the extent that this determination modifies the scope or characteristics of, or the cost responsibility for, any Delivery Network Upgrades set forth in Appendix A to this LGIA, such modification(s) will be reflected through an amendment to this LGIA.

ARTICLE 6. TESTING AND INSPECTION

- 6.1 Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, the Participating TO shall test the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades and the Interconnection Customer shall test the Large Generating Facility and the 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. The Interconnection Customer shall bear the cost of all such testing and modifications. The Interconnection Customer shall not commence initial parallel operation of an Electric Generating Unit with the Participating TO's Transmission System until the Participating TO provides prior written approval, which approval shall not be unreasonably withheld, for operation of such Electric Generating Unit. The Interconnection Customer shall generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.
- 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 Good Utility Practice as may be necessary to ensure the continued interconnection of the Large Generating Facility with the Participating TO's 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 Parties at least fourteen (14) Calendar Days in advance of its performance of tests of its Interconnection Facilities or Generating Facility. The other Parties have the right, at their own expense, to observe such testing.
- 6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe another 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 another Party's System Protection Facilities and other protective equipment; and (iii) review another 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. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this LGIA.

ARTICLE 7. METERING

- 7.1 General.** Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer and CAISO shall comply with the provisions of the CAISO Tariff regarding metering, including Section 10 of the CAISO Tariff. Unless otherwise agreed by the Participating TO and the Interconnection Customer, the Participating TO may install additional Metering Equipment at the Point of Interconnection prior to any operation of any Electric Generating Unit and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Large Generating Facility shall be measured at or, at the CAISO's or Participating TO's option for its respective Metering Equipment, compensated to, the Point of Interconnection. The CAISO shall provide metering quantities to the Interconnection Customer upon request in accordance with the CAISO Tariff by directly polling the CAISO's meter data acquisition system. The 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.** The 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 the CAISO-pollled meters or the Participating TO'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 LGIA, except in the case that no other means are available on a temporary basis at the option of the CAISO or the Participating TO. The check meters shall be subject at all reasonable times to inspection and examination by the CAISO or Participating TO or their designees. The installation, operation and maintenance thereof shall be performed entirely by the Interconnection Customer in accordance with Good Utility Practice.
- 7.3 Participating TO Retail Metering.** The Participating TO may install retail revenue quality meters and associated equipment, pursuant to the Participating TO's applicable retail tariffs.

ARTICLE 8. COMMUNICATIONS

- 8.1 Interconnection Customer Obligations.** The Interconnection Customer shall maintain satisfactory operating communications with the CAISO in accordance with the provisions of the CAISO Tariff and with the Participating TO's dispatcher or representative designated by the Participating TO. The Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Large 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. The Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to the CAISO and

Participating TO as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Large Generating Facility to the location(s) specified by the CAISO and Participating TO. Any required maintenance of such communications equipment shall be performed by the 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 each Electric Generating Unit, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by the Interconnection Customer, or by the Participating TO at the Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by the CAISO and by the Participating TO through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1.

Telemetry to the CAISO shall be provided in accordance with the CAISO's technical standards for direct telemetry. For telemetry to the Participating TO, the communication protocol for the data circuit(s) shall be specified by the Participating TO. Instantaneous bi-directional real power and reactive power flow and any other required information must be telemetered directly to the location(s) specified by the Participating TO.

Each Party will promptly advise the other Parties if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by another 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.
- 8.4 Provision of Data from a Variable Energy Resource.** The Interconnection Customer whose Generating Facility is a Variable Energy Resource shall provide meteorological and forced outage data to the CAISO to the extent necessary for the CAISO's development and deployment of power production forecasts for that class of Variable Energy Resources. The Interconnection Customer with a Variable Energy Resource having wind as the energy source, at a minimum, will be required to provide the CAISO with site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide the CAISO with site-specific meteorological data including: temperature, atmospheric pressure, and

irradiance. The CAISO and Interconnection Customer whose Generating Facility is a Variable Energy Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. The Interconnection Customer whose Generating Facility is a Variable Energy Resource also shall submit data to the CAISO regarding all forced outages to the extent necessary for the CAISO's development and deployment of power production forecasts for that class of Variable Energy Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to the CAISO, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Variable Energy Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the CAISO. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this LGIA, as they may change from time to time.

ARTICLE 9. OPERATIONS

- 9.1 General.** Each Party shall comply with Applicable Reliability Standards and 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 Area Notification.** At least three months before Initial Synchronization Date, the Interconnection Customer shall notify the CAISO and Participating TO in writing of the Balancing Authority Area in which the Large Generating Facility intends to be located. If the Interconnection Customer intends to locate the Large Generating Facility in a Balancing Authority Area other than the Balancing Authority Area within whose electrically metered boundaries the Large Generating Facility is 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 LGIA, and remote Balancing Authority Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Balancing Authority Area.
- 9.3 CAISO and Participating TO Obligations.** The CAISO and Participating TO shall cause the Participating TO's Transmission System to be operated and controlled in a safe and reliable manner and in accordance with this LGIA. The Participating TO at the Interconnection Customer's expense shall cause the Participating TO's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA. The CAISO and Participating TO may provide operating instructions to the Interconnection Customer consistent with this LGIA and Participating TO and CAISO operating protocols and procedures as they may change from time to time. The Participating TO and CAISO will consider changes to their operating protocols and procedures proposed by the Interconnection Customer.
- 9.4 Interconnection Customer Obligations.** The Interconnection Customer shall at its own expense operate, maintain and control the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA. The Interconnection Customer shall operate the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Balancing Authority Area of which it is part, including such requirements as set forth in Appendix C, Interconnection Details, of this LGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. A Party may request that another Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this LGIA. The Interconnection Customer shall not commence Commercial Operation of an Electric Generating Unit with the Participating TO's

Transmission System until the Participating TO provides prior written approval, which approval shall not be unreasonably withheld, for operation of such Electric Generating Unit.

9.5 Start-Up and Synchronization. Consistent with the Parties' mutually acceptable procedures, the Interconnection Customer is responsible for the proper synchronization of each Electric Generating Unit to the CAISO Controlled Grid.

9.6 Reactive Power.

9.6.1 Power Factor Design Criteria. For all Generating Facilities other than Asynchronous Generating Facilities, the Interconnection Customer shall design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the terminals of the Electric Generating Unit at a power factor within the range of 0.95 leading to 0.90 lagging, unless the CAISO has established different requirements that apply to all generators in the Balancing Authority Area on a comparable basis. For Asynchronous Generating Facilities, the Interconnection Customer shall design the Large Generating Facility to maintain power factor criteria in accordance with Appendix H of this LGIA except in the following cases: (a) an Interconnection Customer posts Interconnection Financial Security for an Asynchronous Generating Facility pursuant to Appendix DD of the CAISO Tariff Section 11.2.2 on or after September 21, 2016; or (b) an Interconnection Customer that submits an Interconnection Request for an Asynchronous Generating Facility under the Fast Track Process pursuant to Appendix DD of the CAISO Tariff on or after September 21, 2016.

When an Interconnection Customer posts Interconnection Financial Security for an Asynchronous Generating Facility pursuant to Appendix DD of the CAISO Tariff on or after September 21, 2016, the Interconnection Customer will design the Large Generator Facility to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging, unless the CAISO has established a different power factor range that applies to all Asynchronous Generating Facilities on a comparable basis. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors and reactors, or a combination of the two.

When an Interconnection Customer submits an Interconnection Request for an Asynchronous Generating Facility under the Fast Track Process pursuant to Appendix DD of the CAISO Tariff on or after September 21,

2016, the Interconnection Customer will design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging, unless the CAISO has established a different power factor range that applies to all Asynchronous Generating Facilities on a comparable basis. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors and reactors, or a combination of the two.

9.6.2 Voltage Schedules. Once the Interconnection Customer has synchronized an Electric Generating Unit with the CAISO Controlled Grid, the CAISO or Participating TO shall require the Interconnection Customer to maintain a voltage schedule by operating the Electric Generating Unit to produce or absorb reactive power within the design limitations of the Electric Generating Unit set forth in Article 9.6.1 (Power Factor Design Criteria). CAISO's voltage schedules shall treat all sources of reactive power in the Balancing Authority Area in an equitable and not unduly discriminatory manner. The Participating TO shall exercise Reasonable Efforts to provide the Interconnection Customer with such schedules at least one (1) day in advance, and the CAISO or Participating TO may make changes to such schedules as necessary to maintain the reliability of the CAISO Controlled Grid or the Participating TO's electric system. The Interconnection Customer shall operate the Electric Generating Unit to maintain the specified output voltage or power factor within the design limitations of the Electric Generating Unit set forth in Article 9.6.1 (Power Factor Design Criteria), and as may be required by the CAISO to operate the Electric Generating Unit at a specific voltage schedule within the design limitations set forth in Article 9.6.1. If the Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the CAISO and the Participating TO.

9.6.2.1 Governors and Regulators. Whenever an Electric Generating Unit is operated in parallel with the CAISO Controlled Grid and the speed governors (if installed on the Electric Generating Unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, the Interconnection Customer shall operate the Electric Generating Unit with its speed governors and voltage regulators in automatic operation. If the Electric Generating Unit's speed governors and voltage regulators are not capable of such automatic operation, the Interconnection Customer shall immediately notify the CAISO and the Participating TO and ensure that the Electric Generating Unit operates as specified in Article 9.6.2 through manual operation and that such Electric Generating Unit's reactive power production or absorption

(measured in MVARs) are within the design capability of the Electric Generating Unit(s) and steady state stability limits. The Interconnection Customer shall restore the speed governors and voltage regulators to automatic operation as soon as possible. If the Large Generating Facility's speed governors and voltage regulators are improperly tuned or malfunctioning, the CAISO shall have the right to order the reduction in output or disconnection of the Large Generating Facility if the reliability of the CAISO Controlled Grid would be adversely affected. The Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the CAISO Controlled Grid or trip any Electric Generating Unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Balancing Authority Area on a comparable basis.

9.6.3 Payment for Reactive Power. CAISO is required to pay the Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from an Electric Generating Unit when the CAISO requests the Interconnection Customer to operate its Electric Generating Unit outside the range specified in Article 9.6.1, provided that if the CAISO pays other generators for reactive power service within the specified range, it must also pay the Interconnection Customer. Payments shall be pursuant to Article 11.6 or such other agreement to which the CAISO and Interconnection Customer 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 Parties remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact another 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 all Parties. In all circumstances any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Parties of such removal.

9.7.1.2 Outage Schedules. The CAISO shall post scheduled outages of CAISO Controlled Grid facilities in accordance with the provisions of the CAISO Tariff. The Interconnection Customer shall submit its planned maintenance schedules for the Large Generating Facility to the CAISO in accordance with the CAISO Tariff. The Interconnection Customer shall update its planned maintenance schedules in accordance with the CAISO Tariff. The CAISO may request the Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the CAISO Controlled Grid in accordance with the CAISO Tariff. Such planned maintenance schedules and updates and changes to such schedules shall be provided by the Interconnection Customer to the Participating TO concurrently with their submittal to the CAISO. The CAISO shall compensate the Interconnection Customer for any additional direct costs that the Interconnection Customer incurs as a result of having to reschedule maintenance in accordance with the CAISO Tariff. The Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, the 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 another 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 Parties, to the extent such information is known, information on the nature of the Emergency Condition, if the outage is caused by an 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, if requested by a Party, which may be provided by e-mail or facsimile.

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, the CAISO or the Participating TO may require the Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect the CAISO's or the Participating TO's ability to perform such activities as are necessary to safely and reliably operate and maintain the Participating TO's electric system or the CAISO Controlled Grid. 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 CAISO Controlled Grid, subject to any conditions specified in this LGIA;
- 9.7.2.3** When the interruption or reduction must be made under circumstances which do not allow for advance notice, the CAISO or Participating TO, as applicable, shall notify the 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, if requested by the Interconnection Customer, as soon as practicable;
- 9.7.2.4** Except during the existence of an Emergency Condition, the CAISO or Participating TO shall notify the Interconnection Customer in advance regarding the timing of such interruption or reduction and further notify the Interconnection Customer of the expected duration. The CAISO or Participating TO shall coordinate with the Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to the Interconnection Customer, the CAISO, and the Participating TO;
- 9.7.2.5** The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Large Generating Facility, Interconnection Facilities, the Participating TO's Transmission System, and the CAISO Controlled Grid to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions. The CAISO Controlled Grid is designed to automatically activate a load-shed program as required by Applicable Reliability Standards and the Applicable Reliability Council in the event of an under-frequency system disturbance. The Interconnection Customer shall implement under-frequency and over-frequency protection set points for the Large Generating Facility as required by Applicable Reliability Standards and the Applicable Reliability Council to ensure "ride through" capability. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with the Participating TO and CAISO in accordance with Good Utility Practice. The term "ride through" as used herein shall mean

the ability of a Generating Facility to stay connected to and synchronized with the CAISO Controlled Grid during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice. . Asynchronous Generating Facilities shall be subject to frequency ride through capability requirements in accordance with Appendix H to this LGIA.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. The Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. The Participating TO shall install at the Interconnection Customer's expense any System Protection Facilities that may be required on the Participating TO's Interconnection Facilities or the Participating TO's Transmission System as a result of the interconnection of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 The Participating TO's and Interconnection Customer's protection facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.

9.7.4.3 The Participating TO and Interconnection Customer shall each be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 The Participating TO's and Interconnection Customer'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 the Interconnection Customer's Electric Generating Units.

9.7.4.5 The Participating TO and Interconnection Customer will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and, if applicable, the requirements of the Participating TO's Interconnection Handbook.

9.7.4.6 Prior to the in-service date, and again prior to the Commercial Operation Date, the Participating TO and Interconnection Customer or their agents shall perform a complete

calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice, the standards and procedures of the Participating TO, including, if applicable, the requirements of the Participating TO's Interconnection Handbook, 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 and, if applicable, the requirements of the Participating TO's Interconnection Handbook, the Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the Participating TO's Transmission System not otherwise isolated by the Participating TO's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Participating TO's Transmission System. Such protective equipment shall include, without limitation, a disconnecting device with fault current-interrupting capability located between the Large Generating Facility and the Participating TO's Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. The Interconnection Customer shall be responsible for protection of the Large Generating Facility and the 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. The Interconnection Customer shall be solely responsible to disconnect the Large Generating Facility and the Interconnection Customer's other equipment if conditions on the CAISO Controlled Grid could adversely affect the Large Generating Facility.

9.7.6 Power Quality. Neither the Participating TO's nor the Interconnection Customer's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.

9.8 Switching and Tagging Rules. Each Party shall provide the other Parties a copy of its switching and tagging rules that are applicable to the other Parties' 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 Large Generating Facility to the Participating TO's 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 the Participating TO's Interconnection Facilities, or any part thereof, the 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 the Participating TO, all third party users, and the 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 the Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by the Participating TO, all third party users, and the 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 to FERC for resolution.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or the CAISO Controlled Grid 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 Participating TO Obligations. The Participating TO shall maintain the Participating TO's Transmission System and the Participating TO's

Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

- 10.2 Interconnection Customer Obligations.** The Interconnection Customer shall maintain the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.
- 10.3 Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the Interconnection Facilities.
- 10.4 Secondary Systems.** The Participating TO and Interconnection Customer shall cooperate with the other Parties 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 Parties. Each Party shall provide advance notice to the other Parties 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, the Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing the Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of the Participating TO's Interconnection Facilities.

ARTICLE 11. PERFORMANCE OBLIGATION

- 11.1 Interconnection Customer's Interconnection Facilities.** The Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A at its sole expense.
- 11.2 Participating TO's Interconnection Facilities.** The Participating TO shall design, procure, construct, install, own and/or control the Participating TO's Interconnection Facilities described in Appendix A at the sole expense of the Interconnection Customer. Unless the Participating TO elects to fund the capital for the Participating TO's Interconnection Facilities, they shall be solely funded by the Interconnection Customer.
- 11.3 Network Upgrades and Distribution Upgrades.** The Participating TO shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, except for Stand Alone Network Upgrades, which will be constructed, and if agreed to by the Parties owned by the Interconnection Customer, and Merchant Network Upgrades. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Network Upgrades shall be funded by the Interconnection Customer, which for Interconnection Customers processed under Section 6 of the GIDAP (in Queue Clusters) shall be in an amount determined pursuant to the methodology set forth in Section 6.3 of the GIDAP. This specific amount is set forth in Appendix G to this LGIA. For costs associated with Area Delivery Network Upgrades, any amounts set forth in Appendix G will be advisory estimates only, and will not operate to establishing any cap or maximum cost responsibility limit on the cost responsibility of the Interconnection Customer for Area Delivery Network Upgrades.
- 11.4 Transmission Credits.** No later than thirty (30) Calendar Days prior to the Commercial Operation Date, the Interconnection Customer may make a one-time election by written notice to the CAISO and the Participating TO to (a) receive Congestion Revenue Rights as defined in and as available under the CAISO Tariff at the time of the election in accordance with the CAISO Tariff, in lieu of a repayment of the cost of Network Upgrades in accordance with Article 11.4.1, and/or (b) decline all or part of a refund of the cost of Network Upgrades entitled to the Interconnection Customer in accordance with Article 11.4.1.

11.4.1 Repayment of Amounts Advanced for Network Upgrades.

11.4.1.1 Repayment of Amounts Advanced Regarding Non-Phased Generating Facilities

An Interconnection Customer with a non-Phased Generating Facility in Queue Cluster 5 or earlier, or an Interconnection Customer in the Independent Study Process or the Fast Track Process that has been

tendered a Generator Interconnection Agreement before December 19, 2014, shall be entitled to a repayment for the Interconnection Customer's contribution to the cost of Network Upgrades commencing upon the Commercial Operation Date of its Generating Facility.

An Interconnection Customer with a non-Phased Generating Facility in Queue Cluster 6 or later, or an Interconnection Customer in the Independent Study Process or the Fast Track Process that has not been tendered an Interconnection Agreement before December 19, 2014, shall be entitled to repayment for the Interconnection Customer's contribution to the cost of Network Upgrades placed in service on or before the Commercial Operation Date of its Generating Facility, commencing upon the Commercial Operation Date of the Generating Facility. Repayment for the Interconnection Customer's contribution to the cost of Network Upgrades placed into service after the Commercial Operation Date of its Generating Facility shall, for each of these Network Upgrades, commence no later than the later of: (i) the first month of the calendar year following the year in which the Network Upgrade is placed into service or (ii) 90 days after the Network Upgrade is placed into service.

An Interconnection Customer subject to this Article 11.4.1.1 shall be entitled to repayment for its contribution to the cost of Network Upgrades as follows:

- (a) For Reliability Network Upgrades, the Interconnection Customer shall be entitled to a repayment of the Interconnection Customer's assigned cost responsibility for Reliability Network Upgrades as set forth in Appendix G, up to a maximum of \$60,000 per MW of generating capacity. For purposes of this determination, generating capacity will be based on the capacity of the Interconnection Customer's Generating Facility at the time it achieves Commercial Operation. To the extent that such repayment does not cover all of the costs of Interconnection Customer's Reliability Network Upgrades, the Interconnection Customer shall receive CRRs for that portion of its Reliability Network Upgrades that are not covered by cash repayment.
- (b) For Local Delivery Network Upgrades:
 - i. If the Interconnection Customer is an Option (B) Interconnection Customer and has been allocated and continues to be eligible to receive TP Deliverability pursuant to the GIDAP, the Interconnection Customer shall be entitled to repayment of a portion of the total amount paid to the Participating TO for the costs of Local Delivery Network Upgrades for which it is responsible, as set forth in Appendix

- G. The repayment amount shall be determined by dividing the amount of TP Deliverability received by the amount of deliverability requested by the Interconnection Customer, and multiplying that percentage by the total amount paid to the Participating TO by the Interconnection Customer for Local Delivery Network Upgrades
- ii. If the Generating Facility is an Option (B) Generating Facility and has not been allocated any TP Deliverability, the Interconnection Customer shall not be entitled to repayment for the costs of Local Delivery Network Upgrades.
 - iii. If the Generating Facility is an Option (A) Generating Facility, , the Interconnection Customer shall be entitled to a repayment equal to the total amount paid to the Participating TO for the costs of Local Delivery Network Upgrades for which it is responsible, as set forth in Appendix G.
- (c) For Area Delivery Network Upgrades, the Interconnection Customer shall not be entitled to repayment for the costs of Area Delivery Network Upgrades.
 - (d) If an Interconnection Customer having a Option (B) Generating Facility, and is eligible, to construct and own Network Upgrades pursuant to the Merchant Option set forth in Article 5.15 of this LGIA, then the Interconnection Customer shall not be entitled to any repayment pursuant to this LGIA.

Unless an Interconnection Customer has provided written notice to the CAISO that it is declining all or part of such repayment, such amounts shall include any tax gross-up or other tax-related payments associated with Network Upgrades not refunded to the Interconnection Customer pursuant to Article 5.17.8 or otherwise, and shall be paid to the Interconnection Customer by the Participating TO on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the applicable date as provided for in this Article 11.4.1.1; or (2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years of the applicable commencement date. Notwithstanding the foregoing, if this LGIA terminates within five (5) years of the applicable commencement date, the Participating TO's obligation to pay refunds to the Interconnection Customer shall cease as of the date of termination.

11.4.1.2 Repayment of Amounts Advanced Regarding Phased Generating Facilities

Upon the Commercial Operation Date of each phase of a Phased Generating Facility, the Interconnection Customer shall be entitled to a repayment equal to the Interconnection Customer's contribution to the cost of Network Upgrades for that completed phase for which the Interconnection Customer is responsible, as set forth in Appendix G, subject to the limitations specified in Article 11.4.1.1, if the following conditions are satisfied as described below:

- (a) The Generating Facility is capable of being constructed in phases;
- (b) The Generating Facility is specified in the LGIA as being constructed in phases;
- (c) The completed phase corresponds to one of the phases specified in the LGIA;
- (d) The phase has achieved Commercial Operation and the Interconnection Customer has tendered notice of the same pursuant to this LGIA;
- (e) All Parties to the LGIA have confirmed that the completed phase meets the requirements set forth in this LGIA and any other operating, metering, and interconnection requirements to permit generation output of the entire capacity of the completed phase as specified in this LGIA;
- (f) The Network Upgrades necessary for the completed phase to meet the desired level of deliverability are in service; and
- (g) The Interconnection Customer has posted one hundred (100) percent of the Interconnection Financial Security required for the Network Upgrades for all the phases of the Generating Facility (or if less than one hundred (100) percent has been posted, then all required Financial Security Instruments to the date of commencement of repayment).

Following satisfaction of these conditions (a) through (g), an Interconnection Customer in a Queue Cluster earlier than Queue Cluster 5, or an Interconnection Customer in the Independent Study Process or the Fast Track Process that has been tendered a Generator Interconnection Agreement before December 19, 2014, shall be entitled to receive a partial repayment of its financed cost responsibility, to the extent that it is otherwise eligible for such repayment per Article 11.4.1.1, in an

amount equal to the percentage of the Generating Facility declared to be in Commercial Operation multiplied by the cost of the Network Upgrades associated with the completed phase. The Interconnection Customer shall be entitled to repayment in this manner for each completed phase until the entire Generating Facility is completed.

Following satisfaction of these conditions (a) through (e) and (g), an Interconnection Customer in Queue Cluster 6 or a later Queue Cluster, or an Interconnection Customer in the Independent Study Process or the Fast Track Process that has not been tendered a Generator Interconnection Agreement before December 19, 2014, shall be entitled to receive a repayment of its financed cost responsibility for the Network Upgrades associated with the completed phase that have been placed in service. The Interconnection Customer shall be entitled to repayment in this manner for each completed phase until the entire Generating Facility is completed. With respect to any Network Upgrades necessary for a completed phase to meet its desired level of deliverability that are not in service by the time the phase achieves Commercial Operation, repayment for each such Network Upgrade will commence no later than the later of: (i) the first month of the calendar year following the year in which the Network Upgrade is placed into service or (ii) 90 days after the Network Upgrade is placed into service.

A reduction in the electrical output (MW capacity) of the Generating Facility pursuant to the CAISO Tariff shall not diminish the Interconnection Customer's right to repayment pursuant to this LGIA Article 11.4.1.2. If the LGIA includes a partial termination provision and the partial termination right has been exercised with regard to a phase that has not been built, then the Interconnection Customer's eligibility for repayment under this Article 11.4.1.2 as to the remaining phases shall not be diminished. If the Interconnection Customer completes one or more phases and then breaches the LGIA, the Participating TO and the CAISO shall be entitled to offset any losses or damages resulting from the Breach against any repayments made for Network Upgrades related to the completed phases.

Any repayment amount provided pursuant to this Article 11.4.1.2 shall include any tax gross-up or other tax-related payments associated with Network Upgrades not refunded to the Interconnection Customer pursuant to Article 5.17.8 or otherwise, and shall be paid to the Interconnection Customer by the Participating TO on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the applicable as provided for in this Article 11.4.1.2; or (2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years of the applicable

commencement date. Notwithstanding the foregoing, if this LGIA terminates within five (5) years of the applicable commencement date, the Participating TO's obligation to pay refunds to the Interconnection Customer shall cease as of the date of termination.

11.4.1.3 Interest Payments and Assignment Rights

Any phased or non-phased repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment. Interest shall continue to accrue on the repayment obligation so long as this LGIA is in effect. The Interconnection Customer may assign such repayment rights to any entity.

11.4.1.4 Failure to Achieve Commercial Operation

If the Large Generating Facility fails to achieve Commercial Operation, but it or another generating facility is later constructed and makes use of the Network Upgrades, the Participating TO shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying and demonstrating to the Participating TO the appropriate entity to which reimbursement must be made in order to implement the intent of this reimbursement obligation.

11.4.2 Special Provisions for Affected Systems. The Interconnection Customer shall enter into an agreement with the owner of the Affected System and/or other affected owners of portions of the CAISO Controlled Grid, as applicable, in accordance with the GIDAP. Such agreement shall specify the terms governing payments to be made by the Interconnection Customer to the owner of the Affected System and/or other affected owners of portions of the CAISO Controlled Grid as well as the repayment by the owner of the Affected System and/or other affected owners of portions of the CAISO Controlled Grid. In no event shall the Participating TO be responsible for the repayment for any facilities that are not part of the Participating TO's Transmission System. In the event the Participating TO is a joint owner with an Affected System or with any other co-owner of a facility affected by the Large Generating Facility, the Participating TO's obligation to reimburse the Interconnection Customer for payments made to address the impacts of the Large Generating Facility on the system shall not exceed the proportionate amount of the cost of any upgrades attributable to the proportion of the jointly-owned facility owned by the Participating TO.

11.4.3 Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, Congestion Revenue Rights, or transmission credits, that the 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 reimbursements, merchant transmission Congestion Revenue Rights in accordance with Section 36.11 of the CAISO Tariff, or transmission credits for transmission service that is not associated with the Large Generating Facility.

11.5 Provision of Interconnection Financial Security. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 11 of the GIDAP in a manner acceptable under Section 11 of the GIDAP. Failure by the Interconnection Customer to timely satisfy the GIDAP's requirements for the provision of Interconnection Financial Security shall be deemed a breach of this Agreement and a condition of Default of this Agreement.

11.5.1 Notwithstanding any other provision of this Agreement for notice of Default and opportunity to cure such Default, the CAISO or the Participating TO shall provide the Interconnection Customer with written notice of any Default due to timely failure to post Interconnection Financial Security, and the Interconnection Customer shall have five (5) Business Days from the date of such notice to cure such Default by posting the required Interconnection Financial Security. If the Interconnection Customer fails to cure the Default, then this Agreement shall be deemed terminated.

11.6 Interconnection Customer Compensation. If the CAISO requests or directs the Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power) or 13.5.1 of this LGIA, the CAISO shall compensate the Interconnection Customer in accordance with the CAISO Tariff.

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition. The CAISO shall compensate the Interconnection Customer in accordance with the CAISO Tariff for its provision of real and reactive power and other Emergency Condition services that the Interconnection Customer provides to support the CAISO Controlled Grid during an Emergency Condition in accordance with Article 11.6.

ARTICLE 12. INVOICE

- 12.1 General.** The Participating TO shall submit to the Interconnection Customer, on a monthly basis, invoices of amounts due pursuant to this LGIA for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. 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 LGIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party. Notwithstanding the foregoing, any invoices between the CAISO and another Party shall be submitted and paid in accordance with the CAISO Tariff.
- 12.2 Final Invoice.** As soon as reasonably practicable, but within twelve months after completion of the construction of the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades, the Participating TO shall provide an invoice of the final cost of the construction of the Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades, and shall set forth such costs in sufficient detail to enable the Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. With respect to costs associated with the Participating TO's Interconnection Facilities and Distribution Upgrades, the Participating TO shall refund to the Interconnection Customer any amount by which the actual payment by the Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice; or, in the event the actual costs of construction exceed the Interconnection Customer's actual payment for estimated costs, then the Interconnection Customer shall pay to the Participating TO any amount by which the actual costs of construction exceed the actual payment by the Interconnection Customer for estimated costs within thirty (30) Calendar Days of the issuance of such final construction invoice. With respect to costs associated with Network Upgrades, the Participating TO shall refund to the Interconnection Customer any amount by which the actual payment by the Interconnection Customer for estimated costs exceeds the actual costs of construction multiplied by the Interconnection Customer's percentage share of those costs, as set forth in Appendix G to this LGIA within thirty (30) Calendar Days of the issuance of such final construction invoice. In the event the actual costs of construction multiplied by the Interconnection Customer's percentage share of those costs exceed the Interconnection Customer's actual payment for estimated costs, then the Participating TO shall recover such difference through its transmission service rates.
- 12.3 Payment.** Invoices shall be rendered to the Interconnection Customer at the address specified in Appendix F. The Interconnection Customer shall pay, or Participating TO shall refund, the amounts due within thirty (30) Calendar Days of the Interconnection Customer's receipt of the invoice. All payments shall be made in immediately available funds payable to the Interconnection Customer or

Participating TO, or by wire transfer to a bank named and account designated by the invoicing Interconnection Customer or Participating TO. Payment of invoices by any Party will not constitute a waiver of any rights or claims any Party may have under this LGIA.

- 12.4 Disputes.** In the event of a billing dispute between the Interconnection Customer and the Participating TO, the Participating TO and the CAISO shall continue to provide Interconnection Service under this LGIA as long as the Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to the Participating TO or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Interconnection Customer fails to meet these two requirements for continuation of service, then the Participating TO may provide notice to the 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 calculated in accordance with the methodology set forth in FERC's Regulations at 18 C.F.R. § 35.19a(a)(2)(iii). Notwithstanding the foregoing, any billing dispute between the CAISO and another Party shall be resolved in accordance with the provisions of Article 27 of this LGIA.

ARTICLE 13. EMERGENCIES

- 13.1 [Reserved]**
- 13.2 Obligations.** Each Party shall comply with the Emergency Condition procedures of the CAISO, NERC, the Applicable Reliability Council, Applicable Reliability Standards, Applicable Laws and Regulations, and any emergency procedures set forth in this LGIA.
- 13.3 Notice.** The Participating TO or the CAISO shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects the Participating TO's Interconnection Facilities or Distribution System or the CAISO Controlled Grid, respectively, that may reasonably be expected to affect the Interconnection Customer's operation of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. The Interconnection Customer shall notify the Participating TO and the CAISO promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the CAISO Controlled Grid or the Participating TO'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 the Interconnection Customer's or Participating TO'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, if requested by a Party, which

may be provided by electronic mail or facsimile, or in the case of the CAISO may be publicly posted on the CAISO's internet web site.

13.4 Immediate Action. Unless, in the Interconnection Customer's reasonable judgment, immediate action is required, the Interconnection Customer shall obtain the consent of the CAISO and the Participating TO, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition declared by the Participating TO or CAISO or in response to any other emergency condition.

13.5 CAISO and Participating TO Authority.

13.5.1 General. The CAISO and Participating TO may take whatever actions or inactions, including issuance of dispatch instructions, with regard to the CAISO Controlled Grid or the Participating TO's Interconnection Facilities or Distribution System they deem necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the CAISO Controlled Grid or the Participating TO's Interconnection Facilities or Distribution System, and (iii) limit or prevent damage, and (iv) expedite restoration of service.

The Participating TO and the CAISO shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. The Participating TO or the CAISO may, on the basis of technical considerations, require the Large 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 the Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing the Interconnection Customer to assist with black start (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of the CAISO's and Participating TO's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large 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. The Participating TO or the CAISO may reduce Interconnection Service or disconnect the Large Generating Facility or the 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 the CAISO pursuant to the CAISO Tariff. When the CAISO or Participating TO can schedule the reduction or disconnection in advance, the CAISO or Participating TO shall notify the Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. The CAISO or Participating TO shall coordinate with the Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to the Interconnection Customer and the CAISO and Participating TO. 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 Large Generating Facility, the Interconnection Facilities, and the CAISO Controlled Grid to their normal operating state as soon as practicable consistent with Good Utility Practice.

- 13.6 Interconnection Customer Authority.** Consistent with Good Utility Practice, this LGIA, and the CAISO Tariff, the Interconnection Customer may take actions or inactions with regard to the Large Generating Facility or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or the 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 CAISO Controlled Grid and the Participating TO's Interconnection Facilities. The CAISO and Participating TO shall use Reasonable Efforts to assist Interconnection Customer in such actions.
- 13.7 Limited Liability.** Except as otherwise provided in Article 11.6.1 of this LGIA, no Party shall be liable to any other Party 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 LAWS

- 14.1 Regulatory Requirements.** Each Party's obligations under this LGIA 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 LGIA shall require the 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 or the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, or the Energy Policy Act of 2005.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this LGIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

14.2.2 This LGIA 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 LGIA, any notice, demand or request required or permitted to be given by a Party to another and any instrument required or permitted to be tendered or delivered by a Party in writing to another 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, Addresses for Delivery of Notices and Billings.

A Party must update the information in Appendix F as information changes. A Party may change the notice information in this LGIA by giving five (5) Business Days written notice prior to the effective date of the change. Such changes shall not constitute an amendment to this LGIA.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to another and not required by this LGIA to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Parties 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

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 No 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, 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 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) is the result of Force Majeure as defined in this LGIA or the result of an act or omission of the other Party. Upon a Breach, the affected non-Breaching Party(ies) shall give written notice of such Breach to the Breaching Party. Except as provided in Articles 11.5.1 and 17.1.2, 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 affected non-Breaching Party(ies) shall have the right to declare a Default and terminate this LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not such Party(ies) terminates this LGIA, 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 LGIA.

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES, AND INSURANCE

18.1 Indemnity. Each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all Losses arising out of or resulting from another Party's action or inactions of its obligations under this LGIA on behalf of the

indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1 Indemnified Party. If an Indemnified Party 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 Party may at the expense of the Indemnifying Party 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 Party harmless under this Article 18, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party 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 Party 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 Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party 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 Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party 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 Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest

between the Indemnified Party and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, 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 Party, which shall not be unreasonably withheld, conditioned or delayed.

18.2 Consequential Damages. Other than the liquidated damages heretofore described in Article 5.3, in no event shall any Party be liable under any provision of this LGIA 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 another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3 Insurance. As indicated below, the designated Party shall, at its own expense, maintain in force throughout the periods noted in this LGIA, and until released by the other Parties, the following minimum insurance coverages, with insurers rated no less than A- (with a minimum size rating of VII) by Bests' Insurance Guide and Key Ratings and authorized to do business in the state where the Point of Interconnection is located, except in the case of any insurance required to be carried by the CAISO, the State of California:

18.3.1 Workers' Compensation Insurance and Employers' Liability. The Participating TO and the Interconnection Customer shall maintain such coverage from the commencement of any Construction Activities providing statutory benefits for Workers Compensation coverage and coverage amounts of no less than One Million Dollars (\$1,000,000) for employer's liability for each employee for bodily injury by accident and One Million Dollars (\$1,000,000) for each employee for bodily injury by disease in accordance with the laws and regulations of the state in which the Point of Interconnection is located. The Participating TO shall provide the Interconnection Customer with evidence of such insurance coverage within thirty (30) Calendar Days of any request by the Interconnection Customer. The Interconnection Customer shall provide evidence of such insurance thirty (30) Calendar Days prior to entry by any employee or contractor or other person acting on the Interconnection Customer's behalf onto any construction site to perform any work related to the Interconnection Facilities or Generating Facility.

18.3.2 Commercial General Liability Insurance. The Participating TO and the Interconnection Customer shall maintain commercial general liability insurance coverage commencing within thirty (30) Calendar Days of the

Effective Date of this LGIA, including coverage for premises and operations, bodily injury (including death), personal injury, property damage, products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, and (i) liability of Participating TO and the Interconnection Customer that would be imposed without the LGIA, or (ii) liability assumed by the Participating TO and the Interconnection Customer in a contract or agreement that is an “insured contract” under commercial general liability insurance policy. Such insurance shall include no cross liability exclusions or separation of insured clause endorsement exclusions, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate. If the activities of the Interconnection Customer are being conducted through the actions of an Affiliate, then the Interconnection Customer may satisfy the insurance requirements of this Section 18.3.2 by providing evidence of insurance coverage carried by such Affiliate and showing the Participating TO and the CAISO as an additional insured only with respect to the LGIA, together with the Interconnection Customer’s written representation to the Participating TO and the CAISO that the insured Affiliate is conducting all of the necessary pre-construction work. Within thirty (30) Calendar Days prior to the entry of any person on behalf of the Interconnection Customer onto any construction site to perform work related to the Interconnection Facilities or Generating Facility, the Interconnection Customer shall replace any evidence of Affiliate Insurance with evidence of such insurance carried by the Interconnection Customer, naming the Participating TO and CAISO as additional insured only with respect to the LGIA.

18.3.3 Business Automobile Liability Insurance. Prior to the entry of any such vehicles on any construction site in connection with work done by or on behalf of the Interconnection Customer, the Interconnection Customer shall provide evidence of 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. The Interconnection Customer shall include the Participating TO and the CAISO as additional insured with respect to the LGIA on any such policies.

18.3.4 Excess Liability Insurance. Commencing at the time of entry of any person on its behalf upon any construction site for the Network Upgrades, Interconnection Facilities, or Generating Facility, the Participating TO and the Interconnection Customer shall maintain Excess Liability insurance over and above the Employer’s Liability Commercial General Liability and Business Automobile Liability Insurance coverage, with a minimum limit of Twenty Million Dollars

(\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate. Such insurance carried by the Participating TO shall include the Interconnection Customer and CAISO as additional insured with respect to the LGIA, and such insurance carried by the Interconnection Customer shall include the Participating TO and CAISO as an additional insured with respect to the LGIA. The requirements of Section 18.3.2 and 18.3.4 may be met by any combination of general and excess liability insurance.

- 18.3.5** The Commercial General Liability Insurance, Business Automobile Insurance and Excess Liability Insurance policies shall include the other Parties identified in the sections above, their parents, their subsidiaries, respective directors, officers, agents, servants and employees ("Other Party Group") and the CAISO as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group. If any Party can reasonably demonstrate that coverage policies containing provisions for insurer waiver of subrogation rights, or advance notice are not commercially available, then the Parties shall meet and confer and mutually determine to (i) establish replacement or equivalent terms in lieu of subrogation or notice or (ii) waive the requirements that coverage(s) include such subrogation provision or require advance written notice from such insurers.
- 18.3.6** The Commercial General Liability Insurance, Business Automobile Liability Insurance and Excess Liability Insurance policies shall contain provisions that specify that the policies are primary and non-contributory. Each Party shall be responsible for its respective deductibles or self-insured retentions.
- 18.3.7** The Commercial General Liability Insurance, Business 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 LGIA, which coverage may be in the form of extended reporting period coverage if agreed by the Parties.
- 18.3.8** [Not Used.]
- 18.3.9** Thirty (30) Calendar Days prior to the start of any work at the construction site related to Interconnection Facilities or Generating Facility under this LGIA, 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 ninety (90) Calendar Days thereafter, the Participating TO and the Interconnection Customer shall provide a certificate of insurance for all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.

18.3.10 Notwithstanding the foregoing, each Party may self-insure

a) to meet the minimum insurance requirements of Article 18.3.1, to the extent that it maintains a self-insurance program that is a qualified self insurer within the state in which the Point of Interconnection is located, under the laws and regulations of such state; and

b) 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, such Party's senior unsecured debt or issuer rating is BBB-, or better, as rated by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior unsecured debt rating and issuer rating are both unrated by Standard & Poor's or are both rated at less than BBB- by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9.

c) in the event that a Party is permitted to self-insure pursuant to this Article 18.3.10, it shall notify the other Parties that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

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 greater than \$25,000, including within the scope of coverage of such insurance whether or not such coverage is sought.

ARTICLE 19. ASSIGNMENT

19.1 Assignment. This LGIA may be assigned by a Party only with the written consent of the other Parties; provided that a Party may assign this LGIA without the consent of the other Parties 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 LGIA; and provided further that the Interconnection Customer shall have the right to assign this LGIA, without the consent of the CAISO or Participating TO, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that the Interconnection Customer will promptly notify the CAISO and Participating TO of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Article will provide that 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 the CAISO and Participating TO of the date and

particulars of any such exercise of assignment right(s), including providing the CAISO and Participating TO with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this LGIA 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

- 20.1 Severability.** If any provision in this LGIA 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 LGIA; provided that if the Interconnection Customer (or any third party, but only if such third party is not acting at the direction of the Participating TO or CAISO) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of the provisions of Article 5.1.2 or 5.1.4 shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

- 21.1 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 any of the Parties to the other Parties prior to the execution of this LGIA.

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 Parties receiving the information that the information is confidential.

If requested by any Party, the other Parties 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 LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, 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 LGIA; or (6) is required, in accordance with Article 22.1.7 of this LGIA, 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 LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

22.1.3 Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its employees, consultants, Affiliates (limited by the Standards of Conduct requirements set forth in Part 358 of FERC's Regulations, 18 C.F.R. 358), subcontractors, or to parties who may be or considering providing financing to or equity participation with the Interconnection Customer, or to potential purchasers or assignees of the Interconnection Customer, on a need-to-know basis in connection with this LGIA, 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.

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

22.1.5 No Warranties. The mere fact that a Party has provided Confidential Information does not constitute a warranty or representation as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information

or Confidential Information to the other Parties 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 Parties under this LGIA 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 any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Parties with prompt notice of such request(s) or requirement(s) so that the other Parties may seek an appropriate protective order or waive compliance with the terms of this LGIA. 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 LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the 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 another Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Parties 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 C.F.R. 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 LGIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. 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 Parties to this LGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to the LGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. 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 exception in Article 22.1.10, Confidential Information shall not be disclosed by the other Parties to any person not employed or retained by the other Parties, 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 Parties, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Balancing Authority including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Parties in writing of the information it claims is confidential. Prior to any disclosures of another 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

- 23.1** Each Party shall notify the other Parties, 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 Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Parties. 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 Parties copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

- 24.1 Information Acquisition.** The Participating TO and the 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 Participating TO.** The initial information submission by the Participating TO shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include the Participating TO's Transmission System information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Participating TO and the Interconnection Customer. On a monthly basis the Participating TO shall provide the Interconnection Customer and the CAISO a status report on the construction and installation of the Participating TO'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 the Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. The Interconnection Customer shall submit a completed copy of the Electric Generating Unit data requirements contained in Appendix 1 to the GIDAP. It shall also include any additional information provided to the Participating TO and the CAISO for the Interconnection Studies. Information in this submission shall be the most current Electric Generating Unit design or expected performance data. Information submitted for stability models shall be compatible with the Participating TO and CAISO standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is materially different from what was originally provided to the Participating TO and the CAISO for the Interconnection Studies, then the Participating TO and the CAISO will conduct appropriate studies pursuant to the GIDAP to determine the impact on the Participating TO's Transmission System and affected portions of the CAISO Controlled Grid based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed and all other requirements of this LGIA are satisfied.

24.4 Information Supplementation. Prior to the Trial Operation date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Electric Generating Unit information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Electric Generating Unit as required by Good Utility Practice such as an open circuit "step voltage" test on the Electric Generating Unit to verify proper operation of the Electric Generating Unit's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Electric Generating Unit at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent (5 percent) change in Electric Generating Unit terminal voltage initiated by a change in the voltage regulators reference voltage. The Interconnection Customer shall provide validated test recordings showing the responses of Electric Generating Unit 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 Electric Generating Unit's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Electric Generating Unit terminal or field voltages is provided. Electric Generating Unit testing shall be conducted and results provided to the Participating TO and the CAISO for each individual Electric Generating Unit in a station.

Subsequent to the Commercial Operation Date, the Interconnection Customer shall provide the Participating TO and the CAISO any information changes due to equipment replacement, repair, or adjustment. The Participating TO shall provide the Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Participating TO-owned substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information pursuant to Article 5.19.

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 LGIA; and (ii) carry out its obligations and responsibilities under this LGIA. 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 LGIA. Nothing in this Article 25 shall obligate the CAISO to make available to a Party any third party information in its possession or control if making such third party information available would violate a CAISO Tariff restriction on the use or disclosure of such third party information.
- 25.2 Reporting of Non-Force Majeure Events.** Each Party (the “notifying Party”) shall notify the other Parties when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA 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 LGIA.
- 25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this LGIA, the Parties’ audit rights shall include audits of a Party’s costs pertaining to such Party’s performance or satisfaction of obligations owed to the other Party under this LGIA, calculation of invoiced amounts, the CAISO’s efforts to allocate responsibility for the provision of reactive support to the CAISO Controlled Grid, the CAISO’s efforts to allocate responsibility for interruption or reduction of generation on the CAISO Controlled Grid, and each such Party’s actions in an Emergency Condition.
- 25.3.1** The Interconnection Customer and the Participating TO shall each 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 such Party’s performance or either such Party’s satisfaction of obligations owed to the other Party under this LGIA. Subject to Article 25.3.2, 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 such Party’s performance and satisfaction of obligations under this LGIA. Each such Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.3.2 Notwithstanding anything to the contrary in Article 25.3, each Party's rights to audit the CAISO's accounts and records shall be as set forth in Section 22.1 of the CAISO Tariff.

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 Participating TO's Interconnection Facilities, Network Upgrades, and Distribution Upgrades constructed by the Participating TO shall be subject to audit for a period of twenty-four months following the Participating TO's issuance of a final invoice in accordance with Article 12.2. Accounts and records related to the design, engineering, procurement, and construction of Participating TO's Interconnection Facilities and/or Stand Alone Network Upgrades constructed by the Interconnection Customer shall be subject to audit and verification by the Participating TO and the CAISO for a period of twenty-four months following the Interconnection Customer's issuance of a final invoice in accordance with Article 5.2(8).

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to a Party's performance or satisfaction of all obligations under this LGIA 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; provided that each Party's rights to audit the CAISO's accounts and records shall be as set forth in Section 22.1 of the CAISO Tariff.

25.5 Audit Results. If an audit by the Interconnection Customer or the Participating TO determines that an overpayment or an underpayment has occurred with respect to the other Party, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which supports such determination. The Party that is owed payment shall render an invoice to the other Party and such invoice shall be paid pursuant to Article 12 hereof.

25.5.1 Notwithstanding anything to the contrary in Article 25.5, the Interconnection Customer's and Participating TO's rights to audit the CAISO's accounts and records shall be as set forth in Section 22.1 of the CAISO Tariff, and the CAISO's process for remedying an overpayment or underpayment shall be as set forth in the CAISO Tariff.

ARTICLE 26. SUBCONTRACTORS

- 26.1 General.** Nothing in this LGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this LGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this LGIA 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 LGIA. The hiring Party shall be fully responsible to the other Parties 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 the CAISO or Participating TO be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA 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

All disputes arising out of or in connection with this LGIA whereby relief is sought by or from the CAISO shall be settled in accordance with the provisions of Article 13 of the CAISO Tariff, except that references to the CAISO Tariff in such Article 13 of the CAISO Tariff shall be read as references to this LGIA. Disputes arising out of or in connection with this LGIA not subject to provisions of Article 13 of the CAISO Tariff shall be resolved as follows:

- 27.1 Submission.** In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA 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 LGIA.

- 27.2 External Arbitration Procedures.** Any arbitration initiated under this LGIA 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 therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement 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. The final decision of the arbitrator(s) must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.
- 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 Large 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 LGIA 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 LGIA.

28.1.2 Authority. Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA 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 LGIA 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 LGIA 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 LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations.

ARTICLE 29. [RESERVED]

ARTICLE 30. MISCELLANEOUS

- 30.1 Binding Effect.** This LGIA 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 LGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this LGIA shall prevail and be deemed the final intent of the Parties.
- 30.3 Rules of Interpretation.** This LGIA, 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 LGIA, 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 LGIA), 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 LGIA or such Appendix to this LGIA, or such Section to the GIDAP or such Appendix to the GIDAP, as the case may be; (6) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this LGIA 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 LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement among the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between or among the Parties with respect to the subject matter of this LGIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party’s compliance with its obligations under this LGIA.
- 30.5 No Third Party Beneficiaries.** This LGIA 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 LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this LGIA 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 LGIA. Termination or Default of this LGIA for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer’s legal rights to obtain an interconnection from the Participating TO. Any waiver of this LGIA shall, if requested, be provided in writing.

- 30.7 Headings.** The descriptive headings of the various Articles of this LGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this LGIA.
- 30.8 Multiple Counterparts.** This LGIA 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 LGIA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.
- 30.10 Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.
- 30.11 Reservation of Rights.** The CAISO and Participating TO shall each have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder with respect to the following Articles and Appendices of this LGIA and with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation covered by these Articles and Appendices:

Recitals, 1, 2.1, 2.2, 2.3, 2.4, 2.6, 3.1, 3.3, 4.1, 4.2, 4.3, 4.4, 5 preamble, 5.4, 5.7, 5.8, 5.9, 5.12, 5.13, 5.18, 5.19.1, 7.1, 7.2, 8, 9.1, 9.2, 9.3, 9.5, 9.6, 9.7, 9.8, 9.10, 10.3, 11.4, 12.1, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24.3, 24.4, 25.1, 25.2, 25.3 (excluding subparts), 25.4.2, 26, 28, 29, 30, Appendix D, Appendix F, Appendix G, and any other Article not reserved exclusively to the Participating TO or the CAISO below.

The Participating TO shall have the exclusive right to make a unilateral filing with FERC to modify this LGIA pursuant to section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder with respect to the following Articles and Appendices of this LGIA and with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation covered by these Articles and Appendices:

2.5, 5.1, 5.2, 5.3, 5.5, 5.6, 5.10, 5.11, 5.14, 5.15, 5.16, 5.17, 5.19 (excluding 5.19.1), 6, 7.3, 9.4, 9.9, 10.1, 10.2, 10.4, 10.5, 11.1, 11.2, 11.3, 11.5, 12.2, 12.3, 12.4, 24.1, 24.2, 25.3.1, 25.4.1, 25.5 (excluding 25.5.1), 27 (excluding preamble), Appendix A, Appendix B, Appendix C, and Appendix E.

The CAISO shall have the exclusive right to make a unilateral filing with FERC to modify this LGIA pursuant to section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder with respect to the following Articles of this LGIA and with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation covered by these Articles:

3.2, 4.5, 11.6, 25.3.2, 25.5.1, and 27 preamble.

The Interconnection Customer, the CAISO, and the Participating TO shall have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this LGIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of 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 LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among 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.

30.13 Joint and Several Obligations. Except as otherwise provided in this LGIA, the obligations of the CAISO, the Participating TO, and the Interconnection Customer are several, and are neither joint nor joint and several.



IN WITNESS WHEREOF, the Parties have executed this LGIA in multiple originals, each of which shall constitute and be an original effective agreement among the Parties.

Vista Energy Storage, LLC

By: DocuSigned by:
Kevin R. Johnson
4E2792EC0B344CD...

Name: Kevin R. Johnson

Title: Vice President

Date: 11/11/2017

San Diego Gas & Electric Company

By: DocuSigned by:
[Signature]
F31CA8AE02574B1...

Name: John Sowers

Title: SVP - Asset Management

Date: 11/10/2017

California Independent System Operator Corporation

By: DocuSigned by:
Keith Casey
EED7FCA7283E48C...

Name: Keith Casey

Title: VP Market & Infrastructure Development

Date: 11/13/2017

Appendices to LGIA

Appendix A Interconnection Facilities, Network Upgrades and Distribution Upgrades

Appendix B Milestones

Appendix C Interconnection Details

Appendix D Security Arrangements Details

Appendix E Commercial Operation Date

Appendix F Addresses for Delivery of Notices and Billings

Appendix G Interconnection Customer's Share of Costs of Network Upgrades for Applicable Project Group

Appendix H Interconnection Requirements for an Asynchronous Generating Facility

Appendix A To LGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

Background

Vista Energy Storage, LLC, the Interconnection Customer (“IC”), San Diego Gas & Electric Company (“SDG&E”) as the Participating TO (“PTO”), and the California Independent System Operator Corporation (“CAISO”) entered into a Small Generator Interconnection Agreement (“SGIA”), on November 11, 2016 pursuant to which the IC could proceed with the process of interconnecting its Vista Energy Storage project. The Vista Energy Storage project (“Project1”) is listed at Queue Position 1061 in the CAISO’s Generation Queue (“Q1061”) and was studied in Queue Cluster 7 with the IC’s election for Full Capacity Deliverability Status (“FCDS”). Project1 is a Battery Energy Storage System (“BESS”) and is comprised of eight (8) Power Electronics inverters, each rated at 2.630 MW. With an auxiliary load for the Generating Facility of 0.5 MW and the anticipated losses between the Generating Facility and the Point of Interconnection (“POI”) of 0.5 MW, Project1 will provide a total net output of 20 MW at the POI to the CAISO Controlled Grid. The IC shall limit the maximum net MW at the POI to 20 MW via its plant SCADA control logic.

The IC also submitted an Interconnection Request to the CAISO to interconnect the proposed Vista Energy Storage 2 project (“Project2”) to the CAISO Controlled Grid. The Project2 is listed at Queue position 1294 in the CAISO’s Generation Queue (“Q1294”) and was studied in Queue Cluster 9 via an accelerated Phase II study. The IC elected for Project2 to also have FCDS. The Project2 is also a BESS with a total maximum net capacity of 20 MW at the POI.

The details described in this Large Generator Interconnection Agreement (“LGIA”) cover both Project1 and Project2 (collectively the “Project”) and (collectively also known as the “Vista Energy Storage project”). The total net MW output provided to the CAISO Controlled Grid from the Project will be 40 MW, the sum of the net outputs of Project1 and Project2 to the CAISO Controlled Grid. The Large Generating Facility is comprised of the generating facilities related to Project1 and Project2. This LGIA has been entered into by the Parties to capture the recommendations of the Phase II studies for Project1 and Project2 (as amended or updated in a reassessment report) by combining the results into a single LGIA. This LGIA governs the Parties’ rights and obligations with respect to the period on and after the Effective Date of this LGIA. The SGIA for Project1 terminates on the Effective Date of this LGIA.

The IC acknowledges and understands that the Project will have FCDS when the Project achieves Commercial Operation and (i) all required Network Upgrades as stated in this LGIA and (ii) all required Network Upgrades identified for the Large Generating Facility as stated in the governing interconnection study report (i.e. Phase II Interconnection Study report as that report may have been amended or modified in

subsequent studies or reassessments), including all required transmission upgrades triggered by earlier queued generation that were assumed in-service in the governing interconnection study, are constructed and placed in-service.

Appendix A describes the Interconnection Facilities and provides the estimated scope of work and costs of the PTO's Interconnection Facilities and Network Upgrades for the Project. For Project1, the Interconnection Facilities and Network Upgrades described in this LGIA are based on the final Queue Cluster 7 Phase II Interconnection Study Report issued on November 24, 2015, the Addendum #1 to Appendix A – Q1061 issued on December 9, 2015, the Appendix A – Q1061 of the Facilities Re-assessment Report issued on April 20, 2016, the 2016 Generator Interconnection Reassessment Report issued on July 28, 2016, the request for Material Modification Assessment approved on November 7, 2016, and the request for Material Modification Assessment approved on September 6, 2017. For Project2, the Interconnection Facilities and Network Upgrades described in this LGIA are based on the final Queue Cluster 9 Accelerated Phase II Report issued on September 8, 2017.

Point of Interconnection

The POI of the Project is the 69 kV bus at the PTO's existing Melrose Substation (see Figure C.1 in Appendix C).

Point of Change of Ownership ("POCO")

The POCO of the Project is where the IC's 69 kV generation tie line ("gen-tie") crosses the vertical plane of the PTO's franchise position on the south side of Olive Avenue, as identified in Figure C.1.

A.1 Interconnection Facilities

A.1.1 Interconnection Customer's Interconnection Facilities

The IC's Interconnection Facilities consist of all the sole use facilities and equipment located between the Generating Facility and the POCO required to establish this interconnection.

The Project will connect to the PTO's transmission system via the Project's 69 kV gen-tie emanating from the IC's substation ("Project's Substation").

The IC's Interconnection Facilities include:

- (i) Approximately 301 foot underground 69 kV gen-tie, associated communication lines, and other infrastructure of appropriate and acceptable design, from the Project's substation up to the POCO.

- (ii) One (1), three-phase 69/34.5 kV step-up transformer rated for 27/34/45 MVA with 8% impedance on 27 MVA base.
- (iii) Based on one trip signal for the Remedial Action Scheme (“RAS”) for the Project, two relay panels will be provided by the PTO and installed by the IC in the Project’s substation. The PTO estimates the cost for this equipment to be \$50,000. (The RAS is not required at this time. When the RAS is required, the IC shall submit the cost to the PTO and the PTO will provide the equipment.)

The CAISO approved revenue meter will be located inside the Project’s substation on the 69 kV side of the Project’s step-up transformer.

Maintenance and testing of the IC’s Interconnection Facilities shall be coordinated between the PTO and the IC and performed in accordance with operating procedures established between the IC and the PTO prior to the Interconnection Facilities being energized.

The IC will be solely responsible to install, operate, maintain, and replace the Interconnection Facilities from the Large Generating Facility to the POCO. The IC will be responsible for the:

- (i) Installation of the conduit and cable from the Large Generating Facility to the POCO.
- (ii) If applicable, in accordance with code and Good Utility Practice, install surge arrestors at the cable terminations in the Project’s substation.

A.1.2 Participating TO’s Interconnection Facilities

The PTO’s Interconnection Facilities consist of all the facilities and equipment owned, controlled, or operated and maintained by the Participating TO from the POI to the POCO. The PTO’s Interconnection Facilities at Melrose Substation include the 69 kV circuit breaker and underground conduit/cable system and hardware. The PTO’s Interconnection Facilities necessary to interconnect the Project are listed in Table A.1.

The IC will be responsible for performing the following tasks in accordance with the design criteria provided by Participating TO herein referred to as “IC’s Scope of Work”:

- (i) Obtain permits for the installation of the gen-tie.
- (ii) Design and install cable and cable terminations from the POCO to the POI.
- (iii) Design conduit package, trench, and install conduit package from the POCO to the Melrose Substation Fence.
- (iv) Install associated communication lines, and other infrastructure of appropriate and acceptable design, from the POCO to the Melrose Substation fence.

The IC's design must meet the PTO's Electric Transmission Engineering & Design Standards and Specifications. The IC must utilize PTO-approved material suppliers and construction contractor(s) for construction of the PTO's Interconnection Facilities.

The PTO requires a PTO Field Construction Advisor ("FCA") to be present for all work performed by the IC on PTO property. The FCA shall accompany the IC's personnel and contractors for the purposes of observing all construction activities on PTO property. This work will be performed subject to scheduling and substation access control for which the PTO is solely responsible.

- (i) The PTO will require a 48-hour notice (at a minimum) for any planned construction on PTO property.
- (ii) The PTO will require a minimum of 4 hours to be charged for the FCA's time.
- (iii) The IC is responsible for all costs associated with the oversight work.

The PTO will be responsible for performing the following tasks herein referred to as "PTO's Scope of Work":

- (i) Design conduit package, trench, and install conduit package from Melrose Substation fence to POI.
- (ii) Design and build all other PTO's Interconnection Facilities not listed under the IC's Scope of Work under Section A.1.2, including but not limited to facilities listed under Table A.1.

The PTO's Interconnection Facilities necessary to interconnect the Project at the 69 kV bus of the existing Melrose Substation are listed in Table A.1. These facilities were identified for Project1 and will also be utilized by Project2 (gen-tie sharing).

Table A.1: PTO's Interconnection Facilities, Estimated Costs, and Estimated Time to Construct

Type of Upgrade	Upgrade		Cost Allocation Factor	Estimated Cost x 1,000 Escalated (Note 1)	Estimated Cost x 1,000 with ITCCA (Note 2)	Estimated Time to Construct (Note 3)
PTO's Interconnection Facilities (Note 4)	Extend one (1) gen-tie for Q1061 from the 69 kV POI at the Melrose Substation to the POCO	<ul style="list-style-type: none"> • Install one (1) 69 kV circuit breaker • Install two (2) 69 kV disconnect switches • Associated foundations, structures and relaying • Install 900 feet of trench and duct package • Install 900 feet of underground cable and one (1) termination stand at the Melrose Substation rack • Install redundant underground communication cable • Install surge arrestors 	100%	\$2,397	\$2,924	12 months

Notes for Table A.1:

Note 1: Estimated costs in "as year spent" dollars and in thousands of dollars, excluding Allowance for Funds Used During Construction ("AFUDC"). Estimated costs include land purchases and licensing/permitting costs, when appropriate.

Note 2: Income Tax Component of Contributions and Advances ("ITCCA") is an additional charge to compensate the PTO for the net present value of the liability for federal and state income taxes. If the PTO is taxed on the value of the asset contribution (the PTO's Interconnection Facilities), the net present value of the tax impact will in turn, be collected from the IC. The IC completed the PTO's "Safe Harbors Questionnaire" and the PTO determined that the ITCCA is applicable. The safe harbor requirements are per Internal Revenue Service ("IRS") Notice 2016-36. The PTO is authorized by the CPUC to collect ITCCA when applicable. Pursuant to the Protecting Americans from Tax Hikes Act of 2015, which extended the Federal Bonus Depreciation Provisions of the Internal Revenue Code through December 31, 2017, the Tax Factor of 0.22 (22%) is applicable to Contributions received. The PTO agrees that if it is determined (either as a result of a change in law, fact or the revision, expansion, amendment or replacement of Internal Revenue Service Notice 2016-36 or otherwise) that the ITCCA is not applicable to the asset contribution, the PTO shall not collect ITCCA related payments or shall return any ITCCA related payments to IC, if collected. Any such determination shall be made by PTO or by IC delivering an opinion of counsel, reasonable satisfactory to PTO, that the ITCCA would not be applicable to the asset contribution.

Note 3: Time to construct estimates include time for licensing/permitting, when appropriate. The estimated time to construct is for a typical project construction duration may change due to the number of projects simultaneously in construction. Multiple projects impact resources, system outage availability, and environmental windows of construction. A key assumption is the PTO will need to obtain CPUC licensing and regulatory approvals prior to design, procurement, and construction of the proposed facilities. The time to construct is not cumulative.

Note 4: The Interconnection Customer is obligated to fund these upgrades and will not be reimbursed. In the event that the future use or alteration of Olive Avenue by the City of Vista for public improvements incidental thereto, shall at any time or times necessitate a rearrangement, relocation, or reconstruction of PTO's Interconnection Facilities, the same shall be performed by the PTO, or by any other party with the consent of the PTO, at the cost of the IC. The PTO will not be responsible for damages or other losses to the IC relating to gen-tie relocation, including, without limitation, any lost profits or revenues, or possible breach of contractual obligations on the part of the IC. The PTO shall use good faith efforts to minimize the duration of time required to make such relocation.

A.2 Network Upgrades

A.2.1 Reliability Network Upgrades

The Reliability Network Upgrades identified for Project1 are listed in Table A.2 and for Project2 in Table A.3.

Table A.2: Reliability Network Upgrades, Estimated Costs, and Estimated Time to Construct for Project1

Type of Upgrade	Upgrade		Cost Allocation Factor	Estimated Cost x 1,000 Escalated (Note 1)	Estimated Time to Construct (Note 2)
Reliability Network Upgrades To Physically Interconnect	Expand the fenced area north at Melrose Substation to accommodate gen-tie connection	<ul style="list-style-type: none"> Extend the substation pad and fence 25 feet north to allow for required working clearances Grade area north of the Melrose Substation Install new fence around extended portion of the substation pad 	100%	\$286	6 months
Reliability Network Upgrades (Note 3)	Participate in the modified proposed RAS to protect TL23006/23010/2300 2 San Luis Rey – San Onofre 230kV lines (Note 6)	SDG&E protection and communication equipment for substation(s)/switchyard(s) (Note 5)	11%	\$22	6 months
		Protection and communication equipment to interface between SDG&E and the Project (Note 4)	100%	\$250	6 months
Total				\$558	
Total adjusted based on the maximum cost responsibility				\$253.7	

Notes for Table A.2:

Note 1: Estimated costs in “as year spent” dollars and in thousands of dollars, excluding Allowance for Funds Used During Construction (“AFUDC”). Estimated costs include land purchases and licensing/permitting costs, when appropriate.

Note 2: Time to construct estimates includes time for licensing/permitting, when appropriate. The estimated time to construct is for a typical project construction duration may change due to the number of projects simultaneously in construction. Multiple projects impact resources, system outage availability, and environmental windows of construction. A key assumption is the PTO will need to obtain CPUC licensing and regulatory approvals prior to design, procurement, and construction of the proposed facilities. The time to construct is not cumulative.

Note 3: Per CAISO guidelines, all Remedial Action Schemes (“RASs”) are classified as Reliability Network Upgrades to ensure compatibility with CAISO market model. A RAS can minimize overburdening the CAISO’s congestion management system by reducing the number of binding constraints that increase processing time to a point that could create reliability concerns. Once a RAS is introduced, all generation must participate to avoid the need for complex programming that is incompatible with CAISO market model capabilities.

Note 4: The RAS cost includes project-specific equipment required on the PTO’s system for interface with the Project. Additional RASs would require updated logic, but minimal/no cost.

Note 5: The RAS cost includes the equipment on the PTO’s system. This is a one-time setup and equipment cost. The RAS cost does not include any control, protection, and /or fiber-optic communication costs at the Project’s facility.

Note 6: This upgrade will not be required immediately and as such, will not be a requirement for the Project to achieve COD.

Table A.3: Reliability Network Upgrades, Estimated Costs, and Estimated Time to Construct for Project2

Type of Upgrade	Upgrade		Cost Allocation Factor	Estimated Cost x 1,000 Escalated (Note 1)	Estimated Time to Construct (Note 2)
Reliability Network Upgrades (Note 3)	Participate in the modified proposed RAS to protect TL23002/06/10 San Luis Rey-San Onofre 230 kV #1 #2 & #3 lines (Note 6)	Shared Protection Facilities: - Panels at monitored points - Fiber optic cable (if required) - Software/programming (if required) (Note 4)	0%	\$0	6 months
		Customer-specific protection: - PTO aggregation of monitored data and PTO panel dedicated to the IC at POI (control house) - Interface between the panel(s) and communication to the POCO (Note 5)	100%	\$250	
	Increase relay setting of TL6912 Pendleton-San Luis Rey 69 kV line	Increase setting to 450A	100%	\$0	3 months
Total				\$250	6 months

Notes for Table A.3:

- Note 1: Estimated costs in "as year spent" dollars and in thousands of dollars, excluding Allowance for Funds Used During Construction ("AFUDC"). Estimated costs include land purchases and licensing/permitting costs, when appropriate.
- Note 2: Time to construct estimates includes time for licensing/permitting, when appropriate. The estimated time to construct is for a typical project construction duration may change due to the number of projects simultaneously in construction. Multiple projects impact resources, system outage availability, and environmental windows of construction. A key assumption is the PTO will need to obtain CPUC licensing and regulatory approvals prior to design, procurement, and construction of the proposed facilities. The time to construct is not cumulative.
- Note 3: Per CAISO guidelines, all Remedial Actions Schemes ("RASs") are classified as Reliability Network Upgrades to ensure compatibility with the ISO market model. A RAS can minimize overburdening of CAISO's congestion management system, by reducing the number of binding constraints that can increase processing time to a point that could create reliability concerns, and once a RAS is introduced, all generation must participate to avoid the need for complex programming that is incompatible with the CAISO market model capabilities.
- Note 4: This RAS cost is for shared protection facilities, which include but are not limited to, the cost: Panels at the various monitored points, fiber optic cable (if required) as well as software/programming (if required). The cost for these facilities was assigned to a prior cluster, therefore the cost is not assigned to projects in this cluster.
- Note 5: This RAS cost is for customer-specific protection, which include but are not limited to, the cost of: PTO aggregation of monitored data and a PTO panel dedicated to the IC at the POI control house as well as the interface between the panel(s) and communication to the POCO. This is a one-time cost.
- Note 6: This upgrade will not be required immediately and as such, will not be a requirement for the Project to achieve COD.

A.2.2 Delivery Network Upgrades

None.

A.3 Stand-Alone Network Upgrades

None.

A.4 Licensing and Permitting

The IC will be responsible for obtaining all local, state and federal environmental permits required to build and operate the IC's Interconnection Facilities. The IC will include the IC's Interconnection Facilities, PTO's Interconnection Facilities, and the PTO's Network Upgrades in the environmental impact report for the Project, as necessary.

A.5 Monthly Cost of Ownership Charge for Operation and Maintenance ("O&M")

In accordance with Article 10.5 of the LGIA commencing with the In-Service Date, the PTO shall bill monthly, and IC shall pay monthly, an operation and maintenance charge to compensate the PTO for the operation, maintenance, troubleshooting, and applicable taxes associated with the PTO's Interconnection Facilities that are owned operated, and maintained by the PTO on behalf of the IC (see Figure C.1 in Appendix C).

Upon the In-Service Date, the monthly O&M charge shall commence and shall be equal to the PTO's transmission O&M rate¹ (currently "0.0044618") multiplied by the installed cost of the PTO's Interconnection Facilities.

The PTO will operate and maintain the PTO's Interconnection Facilities, regardless of whether these facilities were installed by the PTO or the IC. These facilities are defined in Table A.1 and include: 69 kV circuit breaker, two 69 kV disconnect switches, underground conduit, cable, termination stand, cable terminations, connecting hardware, surge arrestors, associated relay and communication systems, and grounding.

The IC shall be solely responsible for all costs of any future replacement of the Interconnection Facilities that the PTO will maintain.

The following example, using costs from Table A.1, illustrates how the monthly O&M charge is calculated.

Cost of the Interconnection Facilities that the PTO will maintain	\$2,397,000
---	-------------

The resulting monthly O&M charge is calculated as follows:

$$0.0044618 \times (\$2,397,000) = \$10,694.93$$

¹ The PTO shall make revisions to the transmission O&M rate via a FERC 205 filing, as necessary to adjust for significant changes in actual O&M costs and shall make such revisions available to the IC in a prompt and timely manner. The PTO's transmission O&M rate does not include replacement cost. In the event the PTO's transmission O&M rate is revised, this LGIA will not require amendment and the revised rate will become effective.

The monthly O&M charge will be calculated based on the actual costs of PTO's Interconnection Facilities.

A.6 Local Furnishing Bonds

The PTO is the sole owner of a system of electric utility facilities which are directly connected to retail customers who receive electric energy supply service and/or electric energy delivery service from the PTO (such customers, the "Local Retail Customers"; such facilities, the "Local System Facilities"). The PTO has financed or refinanced substantial portions of its Local System Facilities with proceeds from approximately \$412.5 million of outstanding Local Furnishing Bonds ("LFBs") issued by the City of Chula Vista. This includes approximately \$139.0 million that financed costs of the PTO's wholly-owned electric transmission facilities located in San Diego, Orange and Imperial Counties, and approximately \$273.5 million of the PTO's wholly-owned electric distribution facilities located in San Diego and Orange Counties. Interest on the LFBs is tax-exempt, and the PTO claims income tax deductions for interest expense on the LFBs.

If the proposed Project would impair the tax-exempt status of interest on the LFBs or the deductibility of interest expense on the LFBs to the PTO under the Internal Revenue Code, Treasury Regulations and/or applicable IRS rulings ("Impairment"), the IC will be required to pay the costs properly attributable to the proposed Project if the IC fails for any reason to follow the CAISO-directed remedial measures, if any, applicable to the IC to avoid or mitigate an Impairment.

Under existing IRS letter rulings issued to the PTO, a proposed interconnection might result in an Impairment if the proposed interconnection either (1) will cause the PTO to fail to be an annual net importer of electric energy (the "Amended Annual Net Importer Test"), or (2) will require the PTO to acquire any component of the Local System Facilities sooner, or will cause any component of the Local System Facilities to be built larger, more costly or with a different design than is reasonably expected to be needed to provide reliable service to the Local Retail Customers (the "Character Test"). The CAISO Tariff Section 3 states that:

Nothing in this CAISO Tariff or the TCA shall compel (and the CAISO is not authorized to request) any Local Furnishing Participating TO or other Tax Exempt Participating TO to violate: (1) restrictions applicable to facilities which are part of a system that was financed in whole or part with Local Furnishing Bonds or other Tax Exempt Debt or (2) the contractual restrictions and covenants regarding the use of any transmission facilities specified in Appendix B to the TCA.

The Transmission Control Agreement provides at Appendix B, Section A that:

[N]otwithstanding anything to the contrary contained in the Agreement, including SDG&E's agreement to be bound by the terms of the ... CAISO Tariff

and the ... TO Tariff, SDG&E may not take (nor may SDG&E allow the CAISO to take) any action that would jeopardize the tax-exempt status of interest on Local Furnishing Bonds issued or to be issued for its benefit, including (without limitation) the actions specified below.

The Transmission Control Agreement provides at Appendix B, Section B that:

Absent an approving written opinion of nationally recognized bond counsel selected by SDG&E, taking into account the adjustments outlined in paragraph C below, SDG&E will not operate its facilities (or allow its facilities to be operated) so as to cause or permit a cumulative annual net outbound flow of electric energy during any calendar year from the points of interconnection . . .

The Transmission Control Agreement provides at Appendix B, Section E that:

Upon SDG&E's receipt of a written request from the CAISO to take (or to refrain from taking) any action that SDG&E believes might jeopardize the tax-exempt status of interest on Local Furnishing Bonds issued for benefit, SDG&E in good faith shall promptly seek to obtain an opinion (of the type generally regarded in the municipal bond market as unqualified) from a nationally recognized bond counsel selected by SDG&E that the requested action (or inaction) will not adversely affect such tax-exempt status.

Until the opinion of bond counsel described above is obtained, SDG&E shall not be required to take (or to refrain from taking) the specified action, and the CAISO shall exercise its Operational Control consistent with such limitation.

(1) Amended Annual Net Importer Test

In conjunction with studies the PTO completed on behalf of the CAISO pursuant to the current conformed CAISO Tariff, a GridView production modeling analysis was undertaken. Based on this analysis, and applying the annual net importer methodology set forth in a supplemental IRS letter ruling issued to the PTO dated July 7, 2009, the PTO has determined that the Project does not appear at this time to cause an Impairment by reason of the Amended Annual Net Importer Test. This determination was made by considering, *inter alia*, the following:

- (i) The Project connects directly to the Local System Facilities, and thus is considered internal generation to the Local System Facilities.
- (ii) If the PTO enters into a contract to purchase all electric energy produced by the Project, the PTO presently anticipates that electric energy from the Project and other electric generating resources which are owned or controlled by or for the benefit of the PTO in each calendar year will not exceed the total amount of electric energy supplied by the PTO to Local Retail Customers, adjusted as set forth in the supplemental IRS letter ruling issued to the PTO dated July 7, 2009.

- (iii) To the extent electric energy from the Project is not sold to the PTO but instead is wheeled through the Local System Facilities, the resulting outflow of electric energy from the Local System Facilities generally may be disregarded for purposes of determining compliance with the Amended Annual Net Importer Test.
- (iv) The Interconnection Customer is subject to all applicable and lawful tariffs, protocols, orders, and directives of the CAISO issued pursuant to the terms of its Tariff to protect the exclusion from gross income of interest on the LFBs.

The PTO will continue to monitor the Project's output of electric energy to determine if an Impairment may arise by reason of the PTO's failure to meet the Amended Annual Net Importer Test set forth in the IRS supplemental letter ruling dated July 7, 2009. If, contrary to the PTO's current expectations, the PTO otherwise might fail to meet the Amended Annual Net Importer Test set forth in the IRS supplemental letter ruling dated July 7, 2009, at any time after the Project is interconnected and placed in service, the means by which any such Impairment will be resolved is set forth in the "SDG&E Appendix B (SDG&E Encumbrances)" to the Transmission Control Agreement.

(2) Character Test

Even if the Amended Annual Net Importer Test is met, an Impairment can arise to the extent additions or improvements are made to the Local System Facilities sooner, larger, more costly or with a different design than is reasonably expected to be needed to provide reliable service to the PTO's Local Retail Customers. This Character Test generally will be met if electric energy from the Project is sold exclusively to the PTO; otherwise application of the Character Test might cause an Impairment to arise if any change is required to the Local System Facilities to accommodate the delivery of electric energy from the Project to other purchasers. The means by which any such Impairment will be resolved is set forth in "SDG&E Appendix B (SDG&E Encumbrances)" to the Transmission Control Agreement.

The PTO will provide timely notification to the IC of any assertion or determination that an Impairment pertaining wholly or in part to the Project has arisen or is likely to arise and provide to IC the PTO's submissions to the CAISO and thereafter, if any, to the IRS pertaining to such Impairment. The IC agrees that it will treat any material provided by PTO to the IRS involving an Impairment as Confidential Information.

A.7 Potential Affected PTO

Not applicable.

A.8 Potential Affected Systems Coordination

The CAISO cannot study comprehensively the impacts of the Generating Facility on the transmission systems of Affected System operators. The CAISO does not have detailed information about Affected Systems on a transmission-element level, nor does the CAISO know the details of the various reliability and operating criteria applicable to

the Affected Systems. In addition, because the operation of transmission systems and NERC reliability standards change over time, the CAISO cannot presume to know all of the impacts of these changes on Affected Systems. As such, the CAISO contacted all Potentially Affected Systems² to inquire whether they are impacted by the Generating Facility's interconnection to the CAISO Controlled Grid. The CAISO provided notice to the IC of the Identified Affected Systems³ for this Generating Facility. To ensure a safe and reliable interconnection to the CAISO Controlled Grid, six (6) months before the Initial Synchronization Date of the Generating Facility, the IC shall provide documentation to the CAISO, in accordance with Article 11.4.2 of the LGIA, confirming that the Identified Affected System operators have been contacted by the IC, and (i) that any system reliability impacts have been addressed (or that there are no system impacts), or (ii) that the IC has taken all reasonable steps to address potential reliability system impacts with the Identified Affected System operator but has been unsuccessful.

A.9 Potential Future RASs

The Project shall participate in any RAS required in accordance with Applicable Reliability Standards and Good Utility Practice. Under normal or outage conditions, these RASs will protect against thermal overload, steady-state voltage criteria violations, and unstable conditions. Such participation shall be in accordance with applicable FERC regulations, and CAISO Tariff provisions and protocols, including that any additional RAS will be classified as a Network Upgrade and will be subject to cash reimbursement as a Network Upgrade. The Interconnection Customer will not be entitled to any compensation from the Participating TO, pursuant to this LGIA, for loss of generation output when (i) the Large Generating Facility's generation is reduced or the Project is tripped off-line due to implementation of the RAS; or (ii) such generation output is restricted in the event the RAS becomes inoperable. In accordance with Good Utility Practice, the CAISO and/or Participating TO will provide the Interconnection Customer advanced notice and information of any required RAS beyond that which has already been identified in the most recent interconnection study report and this LGIA, of which shall be incorporated into a subsequent amendment to this LGIA.

A.10 Security Amount for the Participating TO's Interconnection Facilities and Network Upgrades

- (i) Participating TO's Interconnection Facilities: Pursuant to Section 11 of the GIDAP, and Article 11.5 of the LGIA, the Interconnection Customer satisfied the Initial Interconnection Financial Security posting in the amount of \$192,000, increased this amount to \$719,000⁴ for the second Interconnection Financial Security posting

² "Potentially Affected System" shall mean an electric system in electric proximity to the CAISO's Controlled Grid that may be an Affected System.

³ "Identified Affected System" shall mean an Affected System operator who either stated that it should be considered an Affected System or whose electric system has been identified by the CAISO as potentially impacted by a generator interconnection through the applicable study process.

⁴ This amount is based on the Appendix A – Q1061 of the 2016 Generator Interconnection Reassessment Report issued on July 28, 2016.

and further increased it to \$2,033,000⁵ to satisfy the third Interconnection Financial Security posting for the Participating TO's Interconnection Facilities.

- (ii) Network Upgrades: Pursuant to Section 11 of the GIDAP and Article 11.5 of the LGIA, the Interconnection Customer satisfied the Initial Interconnection Financial Security posting in the amount of \$50,000 and increased this amount to \$167,000⁶ for the second Interconnection Financial Security posting and further increased it to \$253,700⁷ to satisfy the third Interconnection Financial Security posting for the Network Upgrades.

⁵ The total cost of the PTO's Interconnection Facilities is \$2,924,000 (inclusive of ITCCA), however, since the IC is responsible for a portion of this work, \$891,000 (excludes ITCCA), the PTO only requires posting of \$2,033,000.

⁶ This amount is based on the 2016 Generator Interconnection Reassessment Report issued on July 28, 2016.

⁷ This amount is the maximum cost responsibility for the Project.

Appendix B To LGIA

Milestones

B.1 Interconnection Customer's Selected Option

Per mutual agreement, the IC is responsible for the design and installation of the PTO's Interconnection Facilities as identified in Section A.1.2.

B.2 Interconnection Milestones and Dates

Table B.1: Interconnection Milestones

Item	Milestone	Responsible Party	Due Date
(a)	Submittal of approval from the appropriate Governmental Authority for any facilities requiring regulatory approval, as applicable for which the Interconnection Customer is responsible, to Participating TO and CAISO, pursuant to Article 5.6.1 of the LGIA	Interconnection Customer	Complete
(b)	Submittal of written authorization to proceed with the design, procurement, and construction of Participating TO's Interconnection Facilities and Network Upgrades, as applicable, to Participating TO and CAISO pursuant to Article 5.5.2 and 5.6.3 of the LGIA	Interconnection Customer	Completed on December 23, 2016
(c)	Submittal of security for the design, procurement, and construction of Participating TO's Interconnection Facilities and Network Upgrades, as outlined in Appendix A, to Participating TO pursuant to Articles 5.5.3, 5.6.4 and 11.5 of the LGIA	Interconnection Customer	Completed on December 23, 2016
(d)	Submittal of applicable security for the estimated tax liability to Participating TO pursuant to Article 5.17.4 of the LGIA	Interconnection Customer	Completed on December 23, 2016
(e)	Completion of Participating TO's Interconnection Facilities and Reliability Network Upgrades	Participating TO	February 15, 2018⁸

⁸ The PTO is targeting and striving to accommodate the ISD. Due to the IC's time schedule, this date is a departure from the PTO's normal business practice. It does not include any contingency/float to account for any unexpected events/delays.



Item	Milestone	Responsible Party	Due Date
(f)	Submittal of initial specifications for the Interconnection Customer's Interconnection Facilities and Large Generating Facility, including System Protection Facilities, to the Participating TO and the CAISO as specified in Article 5.10.1 of the LGIA	Interconnection Customer	Complete
(g)	Initial information submission, including Participating TO's Transmission System information necessary to allow the Interconnection Customer to select equipment, in accordance with Article 24.2 of the LGIA	Participating TO	At least one hundred-eighty (180) Calendar Days prior to the Trial Operation Date
(h)	Updated information submission by Interconnection Customer, including manufacturer information in accordance with Article 24.3 of the LGIA	Interconnection Customer	Complete
(i)	Review of and comment on Interconnection Customer's initial specifications as specified in Article 5.10.1 of the LGIA	Participating TO and CAISO	Within thirty (30) Calendar Days of the Interconnection Customer's submission of initial specifications
(j)	Submittal of final specifications for the Interconnection Customer's Interconnection Facilities and Large Generating Facility, including System Protection Facilities, to the Participating TO and the CAISO as specified in Article 5.10.1 of the LGIA	Interconnection Customer	Complete
(k)	Review of and comment on Interconnection Customer's final specifications as specified in Article 5.10.1 of the LGIA	Participating TO and CAISO	At least thirty (30) Calendar Days of the Interconnection Customer's submission of final specifications
(l)	Notification of Balancing Authority Area in which the Interconnection Customer intends to be located to Participating TO and CAISO pursuant to Article 9.2	Interconnection Customer	At least 90 Calendar Days prior to the Initial Synchronization Date
(m)	Performance of a complete calibration test and functional trip test of the System Protection Facilities prior to the In-Service Date, pursuant to Article 9.7.4.6 of the LGIA	Interconnection Customer and Participating TO	At least 15 Business Days prior to the In-Service Date
(n)	In-Service Date	Interconnection Customer	February 15, 2018 (see footnote in Item (e))
(o)	Performance of a complete calibration test and functional trip test of the System Protection Facilities prior to the Commercial Operation Date, pursuant to Article 9.7.4.6 of the LGIA	Interconnection Customer and Participating TO	At least 15 Business Days prior to the Commercial Operation Date



Item	Milestone	Responsible Party	Due Date
(p)	Testing of the Participating TO's Interconnection Facilities and Network Upgrades, and testing of the Interconnection Customer's Large Generating Facility and Interconnection Facilities in accordance with Article 6.1 of the LGIA	Interconnection Customer and Participating TO	At least 60 Calendar Days prior to the Commercial Operation Date
(q)	Provide written approval to Interconnection Customer for the operation of the Large Generating Facilities in accordance with Article 6.1 of the LGIA	Participating TO	At least 15 Calendar Days prior to the Commercial Operation Date
(r)	Initial Synchronization Date (Interconnection Customer to provide notification in writing to Participating TO)	Interconnection Customer	February 22, 2018
(s)	Trial Operation commencement	Interconnection Customer	February 22, 2018
(t)	Commercial Operation Date	Interconnection Customer	March 1, 2018
(u)	Completion of Participating TO's Delivery Network Upgrades (needed to achieve Full Capacity Deliverability Status)	Participating TO	Not Applicable
(v)	Completion of Affected Participating TO's Delivery Network Upgrades (needed to achieve Full Capacity Deliverability Status)	Affected Participating TO	Not Applicable
(w)	Submittal of "as-built" drawings, information and documents for the Interconnection Customer's Interconnection Facilities and the Electric Generating Units in accordance with Article 5.10.3 of the LGIA to the Participating TO and CAISO	Interconnection Customer	Within 120 Calendar Days after the Commercial Operation Date.

The length of time estimated by the PTO to design, procure, and construct and/or upgrade the Interconnection Facilities and Network Upgrades in the PTO's area is presented in Appendix A, Tables A.1, A.2, and A.3. Per mutual agreement, the IC is responsible for the design and installation of the PTO's Interconnection Facilities from the POCO to the fence around the Melrose Substation (see Section A.1.2).

B.3 Estimated Project Timeline

The estimated timeline through the Project's In-Service Date is outlined in Table B.2:

Table B.2: Estimated Project Timeline

Month	Date	Remarks
-	November 6, 2015	Effective Date of Engineering & Procurement Agreement - Federal Energy Regulatory Commission accepted the Engineering & Procurement Agreement for filing
-	November 6, 2015	PTO begins engineering
0	December 23, 2016	IC provides written authorization to proceed and required security (see Table B.1 Milestones (b) and (c))
2	March 1, 2017	PTO orders long lead equipment
9	September 17, 2017	69 kV breaker arrives
9	September 18, 2017	PTO begins construction
14	February 15, 2018	Project's In-Service Date - Construction Complete

B.4 Suspension of the Work

If the IC suspends work pursuant to Article 5.16 of the LGIA, then all milestones pertaining to PTO's obligations for construction and installation related to Network Upgrades and PTO Interconnection Facilities set forth in this Appendix B shall be suspended during the suspension period. Any extension of the In-Service Date, Initial Synchronization Date, Trial Operation period or Commercial Operation Date for the generating facility shall be subject to evaluation under Section 6.7.2 of the GIDAP pertaining to modifications. Upon the IC's request to recommence the work, the Parties shall negotiate in good faith the revised milestone due dates for such milestones that take into account the period of suspension and necessary re-studies, if required. Appendix B and any terms and conditions associated with the estimated costs shall be amended following the establishment of such revised milestone due dates.

Appendix C To LGIA

Interconnection Details

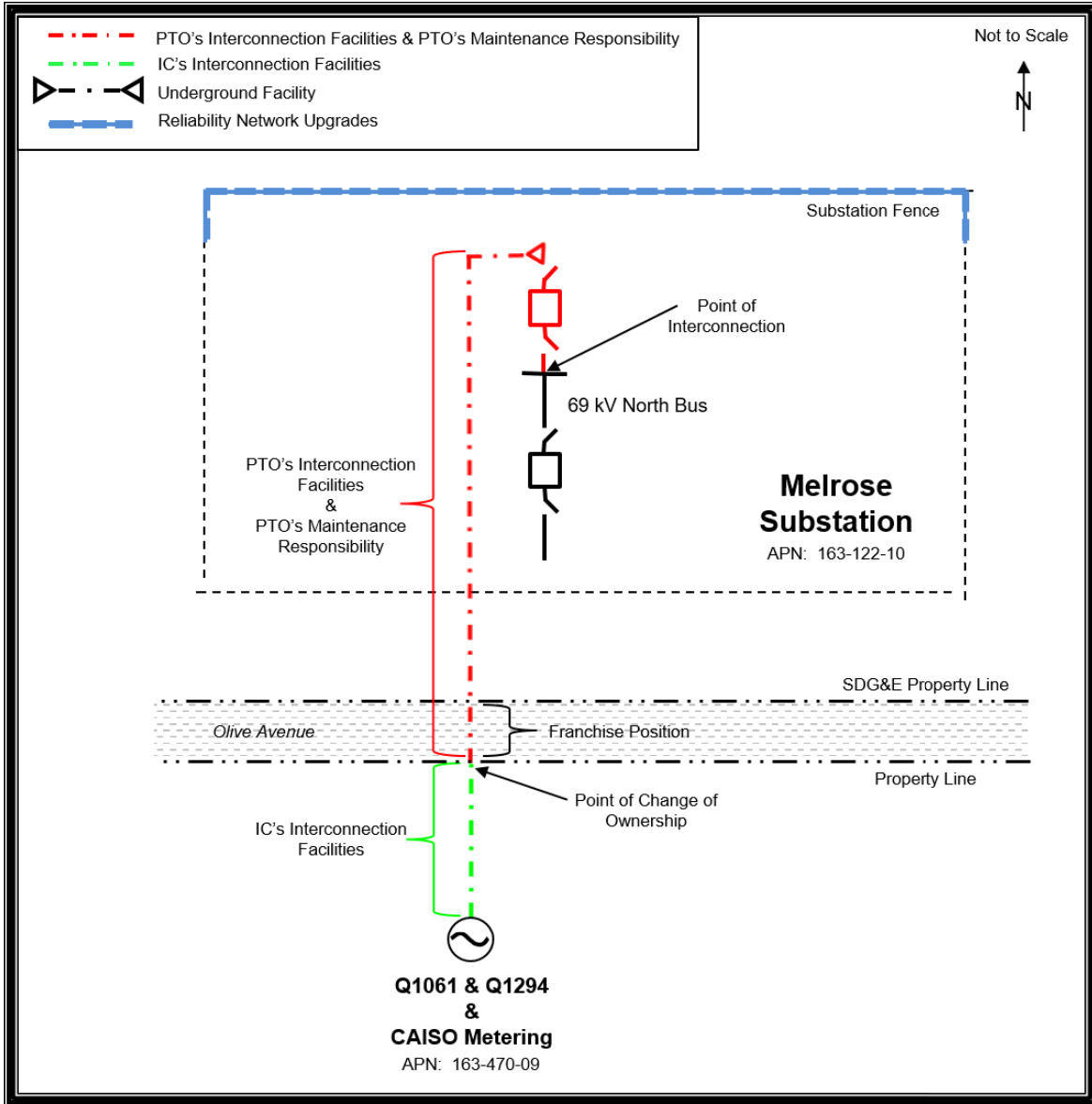
The IC proposes to interconnect the Project to the CAISO Controlled Grid at the PTO's existing Melrose 69/12 kV Substation. The Large Generating Facility site is located at 552 Olive Avenue in Vista, California (in San Diego County). The site is across the street from the PTO's Melrose Substation.

The Project consists of sixteen (16) Power Electronics inverters rated at 2.630 MW and eight (8) 5.6 MVA transformers. The inverters are connected to two (2) 34.5 kV collector circuits, each circuit capable of 20 MW, resulting in a maximum net output of 40 MW to be delivered to the CAISO Controlled Grid at the POI. Each circuit has four (4) 5.6 MVA transformers. Each transformer is connected to two (2) Power Electronics inverters (eight inverters per circuit). There is one (1) step-up transformer to convert to 69 kV. The IC shall limit the maximum net MW at the POI to 40 MW via its plant SCADA control logic. The IC understands and acknowledges that if at any time the Large Generating Facility exceeds the Interconnection Capacity, it may be subjected to the Articles 17.1.1 and 17.1.2 of the Appendix EE of the CAISO Tariff.

The source of charging for the Project is the 69 kV transmission grid.

The POI and the POCO are shown in the conceptual one-line diagram of the interconnection in Figure C.1.

Figure C.1: Point of Interconnection and Point of Change of Ownership



Appendix D To LGIA

Security Arrangements Details

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

The Interconnection Customer shall meet the requirements for security implemented pursuant to the CAISO Tariff, including the CAISO's information security agreements and information security requirements and specifications posted on the CAISO's internet web site at the following internet address: <http://www.caiso.com/pubinfo/info-security/index.html>.

Physical Security

The PTO's Melrose Substation will remain fenced and each gate locked with PTO locks. The PTO will maintain procedures for personnel reporting into the substation. The IC will maintain a fence with locked gates around the Project substation.

OPERATING COMMUNICATIONS AND NOTIFICATIONS

D.1 Designated Representatives

The Parties agree to exchange the following information in the format provided below ten (10) Calendar Days prior to the Initial Synchronization Date of the Project.

The CAISO, PTO, and the IC shall provide for operating communications through their respective designated representatives as follows:

CAISO	PTO	IC
CAISO Real Time Desk/24 Hour Desk:	Control Center: 24-hour Telephone:	Operator Name and/or Title:

D.2. Communication with the Participating TO's Transmission System Control Center

IC shall maintain operating communications with the CAISO and PTO's Transmission System control centers.

The operating communications shall include, but not be limited to, advising the control center promptly, and in advance if possible, of any paralleling with or separation from the PTO's Transmission System and any scheduled and unscheduled shutdowns, equipment clearances, and changes in levels of operating voltage or power factors.

IC promptly shall notify the control center of, and any changes in, the following:

- (i) The current names and 24-hour phone numbers of the personnel responsible for operating and maintaining the Generating Facility.
- (ii) Any Emergency Condition or any request that PTO de-energize a portion of the PTO's Transmission System under its control.
- (iii) Any changes in the mechanical or electric condition of the Project or Interconnection Facilities that may affect the reliability of either the Project or the PTO's Transmission System.
- (iv) Immediately upon discovery, any misoperation or inoperable condition of an interconnection relay or circuit breaker.
- (v) Immediately upon discovery, the operation of any circuit breaker that has operated by an interconnection relay, along with the relay targets that caused the circuit breaker to operate.
- (vi) Plans to manually parallel with or separate from the PTO's Transmission System and the times of actual manual parallels and separations.
Emergency Condition separations shall be reported as soon as possible.

D.3 Oral Communications

All oral operating communications shall be conducted through the control centers. IC agrees to maintain 24-hour direct phone service so that the control centers can give instructions to IC or its designated operator. All communications will be in English.

D.4 Operating Procedures

SDG&E's Electric Grid Operations Generation Operating Procedures ("Operating Procedures"), as mutually agreed by the Parties, shall be developed before the Initial Synchronization Date. These Operating Procedures will address switching operations, voltage control, RAS functionality, outage requests, specific operating restrictions and other matters as necessary. Changes to the Operating Procedures shall be as mutually agreed in writing by the Parties, with such agreement not to be unreasonably withheld, conditioned, or delayed.



**Appendix E
To LGIA**

Commercial Operation Date

This Appendix E sets forth a form of letter to be provided by the Interconnection Customer to the CAISO and Participating TO to provide formal notice of the Commercial Operation of an Electric Generating Unit.

[Date]

Mr. Mike Turner
Manager of Model & Contract Implementation
California Independent System Operator Corporation
250 Outcropping Way
Folsom, CA 95630

Grid Control Manager
Grid Control, Mission Control
San Diego Gas & Electric Company
SD1160
P.O. Box 129831
San Diego, CA 92112-9831

**Re: Vista Energy Storage, LLC – Vista Energy Storage project and Vista Energy Storage 2 Project
Queue Positions #1061 and #1294**

Dear _____:

On **[Date]** Vista Energy Storage, LLC has completed Trial Operations of the Vista Energy Storage project and Vista Energy Storage 2 project. This letter confirms that Vista Energy Storage, LLC commenced Commercial Operation of the Vista Energy Storage project and Vista Energy Storage 2 Project effective as of **[Date plus one day]** and that Vista Energy Storage, LLC provided the CAISO's operations personnel advance notice of its intended Commercial Operation Date no less than five Business Days prior to that date.

Thank you.

[Interconnection Customer Representative]

Name:

Title:

CC: QueueManagement@CAISO.com
GIA-Transmission@SempraUtilities.com
GCCProcedureCtrl@SempraUtilities.com
GridOperationsServices@SempraUtilities.com



**Appendix F
To LGIA**

Addresses for Delivery of Notices and Billings

Notices:

CAISO:

California Independent System Operator Corporation
Regulatory Contracts
250 Outcropping Way
Folsom, CA 95630
Phone: (916) 351 4400
Fax: (916) 608 5066
Email: regulatorycontracts@caiso.com

Participating TO:

Transmission Planning Manager
San Diego Gas & Electric Company
8316 Century Park Court, CP52K
San Diego, CA 92123-1530
Phone: 858-654-1747
Fax: 858-654-1692
Email: GIA-Transmission@sempraUtilities.com

Interconnection Customer:

Vista Energy Storage, LLC
Attention: Sandeep Arora, Vice President
LS Power Development, LLC
5000 Hopyard Rd, Suite 480
Pleasanton, CA 94588
Phone: 925-201-5252
Fax: 925-201-5230
Emails: sarora@lspower.com; kjohnson@lspower.com

Billings and Payments:

Participating TO:

SDG&E shall bill the IC for the costs of PTO's Interconnection Facilities, and all other amounts due under this LGIA as set forth in Article 12 of the LGIA. The IC shall remit payment via wire transfer in immediately available funds to SDG&E for amounts invoiced in accordance with Article 12:

San Diego Gas & Electric Company
Bank Name: MUFG Union Bank, N.A.



Bank ABA: 122 000 496
Account No.: 4430000352

Or

Send payment via U.S. mail to:

San Diego Gas & Electric Company
Attn: Customer Payments
PO Box 25110
Santa Ana, CA 92799-5110

Interconnection Customer:

Vista Energy Storage, LLC
Attention: Accounting Department
One Tower Center, 21st Floor
East Brunswick, NJ 08816
MCheema@LSPower.com

Bank Name: Citibank, N.A.
Bank ABA: 021-000-089
Account No: 6780856842
Account Name: Vista Energy Storage, LLC
Tax ID: 22-3783102

CAISO:

California Independent System Operator Corporation
Finance Dept.
Dennis Estrada
250 Outcropping Way
Folsom, CA 95630

Alternative Forms of Delivery of Notices (telephone, facsimile or e-mail):

CAISO:

RegulatoryContracts@CAISO.com
QueueManagement@CAISO.com

Participating TO:

GIA-Transmission@SempraUtilities.com

Interconnection Customer:

SArora@LSPower.com
KJohnson@LSPower.com



Insurance:

All certificates of insurance coverage, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued in accordance with Article 18.3 of the LGIA and submitted to the following:

For San Diego Gas & Electric Company:
Transmission Planning Manager
8316 Century Park Court, CP52K
San Diego, CA 92123-1530
GIA-Transmission@SempraUtilities.com
SDGEppa@prod.certificatesnow.com

For Interconnection Customer:
Vista Energy Storage, LLC
Attention: Sandeep Arora, Vice President
LS Power Development, LLC
5000 Hopyard Rd, Suite 480
Pleasanton, CA 94588
Email: sarora@lspower.com
kjohnson@lspower.com

For California Independent System Operator Corporation:
Queue Management
250 Outcropping Way
Folsom, CA 95630
Email: QueueManagement@CAISO.com

Appendix G To LGIA

Interconnection Customer's Proportional Share of Costs of Network Upgrades for Applicable Project Group

See Appendix A, Table A.2 and A.3 for the IC's proportional share of the costs of Network Upgrades.

The Parties agree that the costs allocated to the Project for Network Upgrades may change annually, up to the Project's maximum cost responsibility of \$253,700⁹ as established in accordance with Section 10.1 of Appendix DD of the CAISO Tariff, based on the outcome of reassessments conducted pursuant to Section 7.4 of Appendix DD of the CAISO Tariff, and any revisions thereto. The Parties also agree that any such changes will be reflected in the amount of security that the IC must provide as part of its third posting of Interconnection Financial Security, and if the third posting has already been provided by the IC, then the amount of such posting will be subject to adjustment to reflect the changes resulting from the applicable reassessment. The Parties agree that any such change shall be subject to compliance with Article 30.9 of the LGIA.

⁹ Reference: Appendix A-Q1061 to the 2016 Generator Interconnection Reassessment Report issued on July 28, 2016.

Appendix H

INTERCONNECTION REQUIREMENTS FOR AN ASYNCHRONOUS GENERATING FACILITY

Appendix H sets forth interconnection requirements specific to all Asynchronous Generating Facilities. Existing individual generating units of an Asynchronous Generating Facility that are, or have been, interconnected to the CAISO Controlled Grid at the same location are exempt from the requirements of this Appendix H for the remaining life of the existing generating unit. Generating units that are replaced, however, shall meet the requirements of this Appendix H.

A. Technical Requirements Applicable to Asynchronous Generating Facilities

i. Low Voltage Ride-Through (LVRT) Capability

An Asynchronous Generating Facility shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the requirements below.

1. An Asynchronous Generating Facility shall remain online for the voltage disturbance caused by any fault on the transmission grid, or within the Asynchronous Generating Facility between the Point of Interconnection and the high voltage terminals of the Asynchronous Generating Facility's step up transformer, having a duration equal to the lesser of the normal three-phase fault clearing time (4-9 cycles) or one-hundred fifty (150) milliseconds, plus any subsequent post-fault voltage recovery to the final steady-state post-fault voltage unless clearing the fault effectively disconnects the generator from the system. Clearing time shall be based on the maximum normal clearing time associated with any three-phase fault location that reduces the voltage at the Asynchronous Generating Facility's Point of Interconnection to 0.2 per-unit of nominal voltage or less, independent of any fault current contribution from the Asynchronous Generating Facility.
2. An Asynchronous Generating Facility shall remain online for any voltage disturbance caused by a single-phase fault on the transmission grid, or within the Asynchronous Generating Facility between the Point of Interconnection and the high voltage terminals of the Asynchronous Generating Facility's step up transformer, with delayed clearing, plus any subsequent post-fault voltage recovery to the final steady-state post-fault voltage unless clearing the fault effectively disconnects the generator from the system. Clearing time shall be based on the maximum backup clearing time associated with a single point of failure (protection or breaker failure) for any single-phase fault location that reduces any phase-to-ground or phase-to-phase voltage at the Asynchronous Generating Facility's Point of Interconnection to 0.2 per-unit of nominal voltage or less, independent of any fault current contribution from the Asynchronous Generating Facility.

3. Remaining on-line shall be defined as continuous connection between the Point of Interconnection and the Asynchronous Generating Facility's units, without any mechanical isolation. Asynchronous Generating Facilities may cease to inject current into the transmission grid during a fault.
4. The Asynchronous Generating Facility is not required to remain on line during multi-phased faults exceeding the duration described in Section A.i.1 of this Appendix H or single-phase faults exceeding the duration described in Section A.i.2 of this Appendix H.
5. The requirements of this Section A.i of this Appendix H do not apply to faults that occur between the Asynchronous Generating Facility's terminals and the high side of the step-up transformer to the high-voltage transmission system.
6. Asynchronous Generating Facilities may be tripped after the fault period if this action is intended as part of a special protection system.
7. Asynchronous Generating Facilities may meet the requirements of this Section A.i of this Appendix H through the performance of the generating units or by installing additional equipment within the Asynchronous Generating Facility, or by a combination of generating unit performance and additional equipment.
8. The provisions of this Section A.i of this Appendix H apply only if the voltage at the Point of Interconnection has remained within the range of 0.9 and 1.10 per-unit of nominal voltage for the preceding two seconds, excluding any sub-cycle transient deviations.

The requirements of this Section A.i in this Appendix H shall not apply to any Asynchronous Generating Facility that can demonstrate to the CAISO a binding commitment, as of July 3, 2010, to purchase inverters for thirty (30) percent or more of the Generating Facility's maximum Generating Facility Capacity that are incapable of complying with the requirements of this Section A.i in this Appendix H. The Interconnection Customer must include a statement from the inverter manufacturer confirming the inability to comply with this requirement in addition to any information requested by the CAISO to determine the applicability of this exemption.

ii. Frequency Disturbance Ride-Through Capability

An Asynchronous Generating Facility shall comply with the off nominal frequency requirements set forth in the WECC Under Frequency Load Shedding Relay Application Guide or successor requirements as they may be amended from time to time.

iii. Power Factor Design Criteria (Reactive Power)

An Asynchronous Generating Facility not studied under the Independent Study Process, as set forth in Section 4 of Appendix DD, shall operate within a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA in order to maintain a specified voltage schedule, if the Phase II Interconnection Study shows that such a requirement is necessary to ensure safety or reliability. An Asynchronous Generating Facility studied under the Independent Study Process, as set forth in Section 4 of Appendix DD, shall operate within a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA in order to maintain a specified voltage schedule. The power factor range standards set forth in this section can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two, if agreed to by the Participating TO and CAISO. The Interconnection Customer shall not disable power factor equipment while the Asynchronous Generating Facility is in operation. Asynchronous Generating Facilities shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the Phase II Interconnection Study shows this to be required for system safety or reliability.

iv. Supervisory Control and Data Acquisition (SCADA) Capability

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

v. Power System Stabilizers (PSS)

Power system stabilizers are not required for Asynchronous Generating Facilities.

Attachment B 13

SDG&E Vista Energy Storage VIST Generator RDT Version 14 06.28.2021



CAISO Generator Resource Data Template (GRDT)

Version GRDT.14.0

Report generation time stamp : 11/06/2020 07:28

SCID : VIST
 Resource Type : ALL
 Resource ID : VSTAES_6_VESBT1
 Trade Date : 11/06/2020

Version	Effective Date	Description of Change
2.1	4/1/2009	Initial creation of new market Generator Resource Data Template
3.0	12/7/2010	Add new columns and tabs to accommodate Multi Stage Generator modeling: New fields: RESOURCE tab: MSG_YN, SUPPLIED_CONFIG_YN, STARTUP_RAMP_TIME New tabs: MSG_CONFIG TRANSITION CONFIG_RAMP CONFIG_HEAT CONFIG_STRT CONFIG_REG CONFIG_RREG CONFIG_ROPR
4.0	6/14/2011	Changes for independent election of registered and proxy cost options: RESOURCE tab: Remove COST_BASIS_TYPE Add ML_COST_BASIS_TYPE and SU_COST_BASIS_TYPE

		<p>Changes for previous project implementations: AS HASP, PDR</p> <p>New fields:</p> <p>RESOURCE tab:</p> <p>Add CERT_DAM, CERT_RTM, HR_PRE_DISP</p>
5.0	October 2011	<p>Changes for Fall Release 2011:</p> <p>RESOURCE tab:</p> <p>Add DISCRETE_DISP (for Demand Response)</p> <p>Add MIN_DWN_TM_GP, MIN_DWN_TM_PG (for Grouping Constraints)</p>
6.5	Fall Release 2012	<p>Changes for Fall Release 2012:</p> <p>RESOURCE tab:</p> <p>Add new fields: NGR, REM, MIN_CONT_ENERGY_LIMIT, MAX_CONT_ENERGY_LIMIT, CURT_ENERGY_LIMIT, ENERGY_EFFIC, CHP, RMTG_MAX_ON_PEAK, RMTG_ON_PEAK_EXPIRE_DT, RMTG_MAX_OFF_PEAK, RMTG_OFF_PEAK_EXPIRE_DT, GHG_EMISSION_RATE, GHG_COMPLIANCE_OBLIG</p> <p>MSG_CONFIG tab:</p> <p>Add new field: STARTUP_HEAT_INPUT</p>
7.0	Spring Release 2013	<p>Changes for Spring Release 2013:</p> <p>RESOURCE tab:</p> <p>Remove field: CERT_REG</p> <p>Add new fields: CERT_REG_DOWN, CERT_REG_UP</p> <p>MSG_CONFIG tab:</p> <p>Remove field: CERT_REG</p> <p>Add new fields: CERT_REG_DOWN, CERT_REG_UP</p>
8.0	Spring Release 2014	<p>Changes for Spring Release 2014:</p> <p>Add new columns:</p> <p>RESOURCE tab:</p> <p>Remove fields: RA Flag, RA Capacity</p> <p>Add new fields: CERT_BLKSTRT, ADDER_AMT, VER_YN, FORECAST_SELECTION</p> <p>STARTUP tab: Start_Up MMA</p> <p>MSG_CONFIG tab:</p> <p>Remove field: Default RA Provider</p> <p>Add new fields: ADDER_AMT, RA_RANGE_MIN, RA_RANGE_MAX</p> <p>TRANSITION tab:</p> <p>Remove field: Default RA Path Sequence</p> <p>CONFIG_STRT tab: Start_Up MMA</p>
		<p>Changes for EIM Year 1 Enhancements:</p>

10.0	Fall Release 2015	<p>Add new column: RESOURCE tab: Add new field: GHG_COST</p> <p>Changes for Commitment Cost Enhancements Phase 2: Add new column: MSG_CONFIG tab: Add new field: STARTUP_YN</p>
11.0	Fall Release 2016	<p>Changes: RESOURCE tab: Remove fields: GHG_COST, MOO_FLAG, STRANDED_LOAD Add field: OPER_MAINT_ADDER_TYPE</p> <p>MSG_CONFIG tab: Remove field: STARTUP_HEAT_INPUT</p> <p>TRANSITION tab: Remove fields: Max Transition Cost, Transition Fuel, Transition Energy Add fields: Transition Midpoint MW, Transition Midpoint Time</p>
12.0	Spring Release 2018	<p>Changes: RESOURCE tab: Add fields: ELECTRIC_REGN, POWER_PRICE_HUB, MKT_MAX_STRT (non-modifiable), COM_MW</p> <p>RAMPRATE tab: Add field: Market Ramp Rate (non-modifiable)</p> <p>REG RAMP tab: Add field: Market Regulation Ramp Rate (non-modifiable)</p> <p>OP RES RAMP tab: Add field: Market Operating Res Ramp Rate (non-modifiable)</p> <p>MSG_CONFIG tab: Add field: IMPLIED_STRTS</p> <p>TRANSITION tab: Add fields: Market Max Daily Transitions (non-modifiable), Implied Starts</p> <p>CONFIG_RAMP tab: Add field: Market Ramp Rate (non-modifiable)</p> <p>CONFIG_RREG tab: Add field: Market Regulation Ramp Rate (non-modifiable)</p> <p>CONFIG_ROPR tab: Add field: Market Operating Res Ramp Rate (non-modifiable)</p>
13.0	Fall Release 2019	<p>Changes: RESOURCE tab: Add fields: DR_TYPE, DEFAULT_ELECTRIC_HUB, HYDRO_RANK_LMPM, MAX_STOR_HORIZON, CAR, BID_DISP_OPT</p> <p>ELECTRIC_PRICE_HUB tab: New tab</p>

14.0	Fall Release 2020	Changes: RESOURCE tab: Add fields: SLOW_DR, APPLY_WHLSLE_CHARGE, METER_DATA_INTERVAL, RUN_OF_RIVER Remove field: MIN_DISP_LEVEL
------	-------------------	--

For data definitions and related business rules, please refer to the CAISO website at the following www.caiso.com

- Enter Market and Operations
- Accurate network modeling supports efficient market operations
- Resource modeling
- Resource data submission

<http://www.caiso.com/market/Pages/NetworkandResourceModeling/Default.aspx>

ollowing location:

This page intentionally left blank

PGA Name	Scheduling Coordinator ID	Resource ID	Resource Name	Resource Type	Aggregate?	Demand Response Type	Slow Demand Response	Energy Type	Fuel Type
PGA_NAME Vista Energy Storage, LLC	SC_ID VIST	RES_ID VSTAES_6_VESBT1	RES_NAME Vista Energy Storage	RES_TYPE GEN	AGGREGATE_YN N	DR_TYPE	SLOW_DR	ENERGY_TYPE	FUEL_TYPE LESR

Prime Mover Technology	Generator Type	Fuel Region	Electric Region	Power Price HUB	Default Electric Pricing Hub	Air Quality Management District	Maximum Generation Capacity	Minimum Generation Capacity	Minimum On Time	Maximum On Time	Minimum Off Time
GEN_TECH_TYPE OTHR	GEN_TYPE T	UEL_REGN_TYPE FRCISO	ELECTRIC_REGN ERCISOW	POWER_PRICE_HUB PHSP15	DEFAULT_ELECTRIC_HUB	AQM_DIST_TYPE SDIE	MAX_GEN 40	MIN_GEN -40	MIN_ON 0	MAX_ON	MIN_OFF 0

Maximum Startups Per Day	Market Maximum Startups Per Day	Minimum Load Cost	Minimum Load Cost Basis	Startup Cost Basis	Maximum Pump Capacity	Pumping Minimum Cost	Pumping Factor	Pump Maximum Daily Startups
MAX_STRT 99	MKT_MAX_STRT	MIN_LOAD_COST	ML_COST_BASIS_TYPE 0 PRXC	U_COST_BASIS_TYP PRXC	MAX_PUMP	MIN_PUMP_CST	UMPING_FACTOI	PUMP_MAX_STRT

Pump Minimum Up Time	Pump Minimum Down Time	Gen-to-Pump Minimum Down Time	Pump-to-Gen Minimum Down Time	Pump Maximum Shutdown Cost	Pump Shutdown Time	Variable Cost Option	Negotiated Rate Option
PUMP_MIN_UP_TM	PUMP_MIN_DWN_TM	MIN_DWN_TM_GP	MIN_DWN_TM_PG	MAX_PUMP_SD_CST	PUMP_SHTDWN_TM	COST_RANK_LMPM 1	NEGO_RANK_LMPM 2

LMP Option	Hydro DEB Option	Maximum Storage Horizon	Reserve Capacity: Spin	Reserve Capacity: Non-Spin	Certified PIRP	Must Offer Obligation Qualified	Startup Code Type	Participating Generator Agreement Flag
PRC_RANK_LMPM 3	HYDRO_RANK_LMPM	MAX_STOR_HORIZON	RSRV_CAP_SPIN 37.04	RSRV_CAP_NSPIN	CERT_PIRP N	MOO_QUALIFIED	STARTUP_CD_TYPE	PGA_PART Y

Commercial Operation for Market MW	Constrained Output Generator Flag	Certified for Black Start	Certified for DA Market	Certified for RT Market	Certified for RUC?	Market Power Mitigation Participation Flag	Certified for AS: Regulation Down	Certified for AS: Regulation Up	Certified for AS: Spin	Certified for AS DAM: Non-Spin	
COM_MW	N	COG	CERT_BLKSTRT	CERT_DAM	CERT_RTM	CERT_RUC	LMPM	CERT_REG_DOWN	CERT_REG_UP	CERT_SPIN	CERT_NSPIN_DAM
		N	Y	Y	N	N	Y	Y	Y	N	

Certified for AS RTM: Non-Spin	MSS Load Following Down	MSS Load Following Up	FERC Qualifying Facility Flag	Use Limit	Conditionally Available Resource	Operating Maintenance Cost	Operating and Maintenance Adder Type	Priority Type	Dispatchable
CERT_NSPIN_RTM N	MSS_LD_FLNG_DWN	MSS_LD_FLNG_UP	QF N	USE_LIMIT N	CAR	OPER_MAINT_COST 0 D	OPER_MAINT_ADDER_TYPE	PRIOR_TYPE	DISP Y

Discrete Dispatch	Bid Dispatchable Option - DR	RMR	Maximum Ramp Rate	Price Setter - DAM	Price Setter - RTM	Multi Stage Generator Flag	Startup Ramp Time	Supplied Configuration Flag	Hourly Pre-Dispatch
DISCRETE_DISP	BID_DISP_OPT	5 N	MAX_RR 92.3 Y	PRC_SET_DAM	PRC_SET_RTM Y	MSG_YN N	STARTUP_RAMP_TIME 0	SUPPLY_CONFIG_YN	HR_PRE_DISP

Non Generator Resource		Apply Wholesale Charge	Regulation Energy Management	Minimum Continuous Energy Limit	Maximum Continuous Energy Limit	Curtailment Energy Limit	Energy Efficiency	Combined Heat and Power Resource
NGR	APPLY_WHLSLE_CHARGE	REM	MIN_CONT_ENERGY_LIMIT	MAX_CONT_ENERGY_LIMIT	CURT_ENERGY_LIMIT	ENERGY_EFFIC	CHP	
Y	Y	N		2	38		0.85	

RMT Max On Peak	RMT On Peak Expiration Date	RMT Max Off Peak	RMT Off Peak Expiration Date	Green House Gas Emission Rate	Green House Gas Compliance Obligation	Min Load Major Maintenance Adder
RMT_MAX_ON_PEAK	RMT_MAX_ON_PEAK_EXP_DT	RMT_MAX_OFF_PEAK	RMT_MAX_OFF_PEAK_EXP_DT	GHG_EMISSION_RATE	GHG_COMPLIANCE_OBLIG	ADDER_AMT

Variable Energy Resource Flag	Forecast Selection	Meter Data Interval	Run of River	Energy Imbalance Market Participating Flag	Balancing Authority Area	Comment
VER	FORECAST_SELECTION	METER_DATA_INTERVAL 5	RUN_OF_RIVER	EIM_PARTICIPATING	CISO BAA	

Resource ID	Segment Type	Segment Number	Operating Level
VSTAES_6_VESB	RAMP	1	-40
VSTAES_6_VESB	RAMP	2	0
VSTAES_6_VESB	RAMP	3	40

Worst Operational Ramp Rate

92.3
92.3
92.3

Best Operational Ramp Rate

92.3
92.3
92.3

Market Ramp Rate

Comment

Resource ID	Segment Type	Segment Number	Heat Rate Operating Level
VSTAES_6_VESBT1	HEAT	1	-40
VSTAES_6_VESBT1	HEAT	2	40

Heat Rate	Heat Emission Rate	Average Cost	Comment
0	0	0	
0	0	0	

Resource ID	Segment Type	Segment Number	Registered Cooling Time
VSTAES_6_VESBT1	STRT	1	0

Start-Up Time
0

Start-Up Cost
0

Start-Up Aux
0

Start-Up Fuel
0

Start-Up MMA

Comment

Resource ID

Segment Type

Segment Number

Lower MW of Forbidden Region

Upper MW of Forbidden Region

Forbidden Region Crossing Time

Comment

Resource ID	Segment Type	Segment Number	Lower MW for Regulation
VSTAES_6_VESBT1	REG	1	-40

Higher MW for Regulation

40

Comment

Resource ID	Segment Type	Segment Number	Worst Regulation Ramp Rate
VSTAES_6_VESBT1	RREG	1	10

Best Regulation Ramp Rate

Market Regulation Ramp Rate

Comment

92.3

Resource ID	Segment Type	Segment Number
VSTAES_6_VESBT1	ROPR	1

Worst Operating Res Ramp Rate

10

Best Operating Res Ramp Rate

92.3

Market Operating Res Ramp Rate

Comment

Resource ID	Configuration
-------------	---------------

RES_ID

CONFIG_ID

Configuration
Name
CONFIG_NAME

Maximum
Generation
Capacity
MAX_GEN

Minimum
Generation Capacity
MIN_GEN

Minimum On
Time
MIN_ON

Minimum Off Time
MIN_OFF

Minimum Load
Cost
MIN_LOAD_COST

Reserve Capacity: Spin
RSRV_CAP_SPIN

Reserve Capacity: Non-
Spin
RSRV_CAP_NSPIN

Configuration
Startup
STARTUP_YN

Configuration
Shutdown
SHUTDOWN_YN

Startup Ramp Time	Startup Code Type
STARTUP_RAMP_TIME	STARTUP_CD_TYPE

Certified for AS:
Regulation Down
CERT_REG_DOWN

Certified for AS: Regulation
Up
CERT_REG_UP

Certified for
AS: Spin
CERT_SPIN

Certified for AS DAM:
Non-Spin
CERT_NSPIN_DAM

Certified for AS RTM:
Non-Spin
CERT_NSPIN_RTM

Min Load Major
Maintenance Adder
ADDER_AMT

RA Range Min
RA_RANGE_MIN

RA Range Max
RA_RANGE_MAX

Combustion Turbine Startup
Count
IMPLIED_STRTS

Comment

Resource ID

Configuration ID_From

Configuration ID_To

Transition Cost

Transition Ramp Time

Notification Time

Max Daily Transitions

Market Max Daily Transitions

Transition Midpoint MW

Transition Midpoint Time

Implied Starts

Comment

Resource ID

Configuration ID

Segment Type

Segment Number

Operating Level

Worst Operational Ramp Rate

Best Operational Ramp Rate

Market Ramp Rate

Comment

Resource ID

Configuration ID

Segment Type

Segment Number

Heat Rate Operating Level

Heat Rate

Heat Emission Rate

Average Cost

Comment

Resource ID

Configuration ID

Segment Type

Segment Number

Registered Cooling Time

Start-Up Time

Start-Up Cost

Start-Up Aux

Start-Up Fuel

Start-Up MMA

Comment

Resource ID

Configuration ID

Segment Type

Segment Number

Lower MW for Regulation

Higher MW for Regulation

Comment

Resource ID

Configuration ID

Segment Type

Segment Number

Worst Regulation Ramp Rate

Best Regulation Ramp Rate

Market Regulation Ramp Rate

Comment

Resource ID

Configuration ID

Segment Type

Segment Number

Worst Operating Res Ramp Rate

Best Operating Res Ramp Rate

Market Operating Res Ramp Rate

Comment

Resource ID Electric Pricing Hub Weighting Factor

Aggregate Resource ID	Aggregate Resource Name	Child Resource ID
-----------------------	-------------------------	-------------------

Child Resource Name	Maximum Child Generation Capacity
---------------------	-----------------------------------

Attachment B 14

SDG&E Vista Energy Storage Vista Site Control Energy Storage Grant Deed

DOC# 2015-0472532



Sep 04, 2015 02:10 PM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER

FEES: \$735.00

PCOR: YES

PAGES: 3

RECORDING REQUESTED BY

First American Title Company National Commercial Services

MAIL TAX STATEMENT

AND WHEN RECORDED MAIL DOCUMENT TO:

Vista Energy Storage, LLC

Attn: Kevin R. Johnson

Space Above This Line for Recorder's Use Only

A.P.N.: 163-470-09-00

File No.: NCS-746153-SD (mk)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$704.00; CITY TRANSFER TAX \$;

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of Vista, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Faezeh Mona Sarfarazi, a single woman**

hereby GRANTS to **Vista Energy Storage, LLC, a California limited liability company**

the following described property in the City of **Vista**, County of **San Diego**, State of **California**:

ALL THAT PORTION OF LOT 22 OF RICHARDSON'S ADDITION TO VISTA, THAT LIES WITHIN TRACT "C" OF THE PARTITION OF RANCHO BUENA VISTA AND CERTAIN OTHER LANDS ADJACENT THERETO AS SAID TRACT "C" IS SHOWN ON MAP ACCOMPANYING THE REPORT OF REFEREES IN ACTION OF YSIDORA COUTS FULLER VS. CAVE J. COUTS, ET AL, NO. 133315, IN THE SUPERIOR COURT OF STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, BEING IN RICHARDSON'S ADDITION TO VISTA, IN THE CITY OF VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1501, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 4, 1912, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT, DISTANT THERE ALONG NORTH 89 DEGREES 53'00" EAST, 77.80 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT; THENCE SOUTH 00 DEGREE 07'00" EAST, 400.00 FEET; THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, NORTH 89 DEGREES 53'00" EAST, 100.00 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID TRACT "C"; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO A POINT IN THE NORTHERLY LINE OF SAID LOT 22; THENCE ALONG SAID NORTHERLY LINE SOUTH 89 DEGREES 53'00" WEST, 100.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Date: 09/01/2015

A.P.N.: 163-470-09-00

File No.: NCS-746153-SD (mk)

Dated: September 01, 2015

Faezeh M. Sarfarazi
Faezeh M. Sarfarazi

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS

COUNTY OF San Diego)

On Sept. 2 2015 before me, Michael Conrad, Notary Public, personally appeared

Faezeh M. Sarfarazi

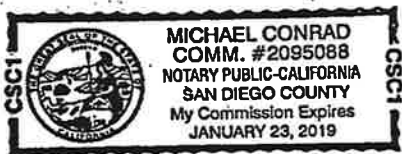
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Michael Conrad

This area for official notarial seal.



Attachment B 15

SDG&E Hecate Grid Ortega Grid Construction Schedule

CONFIDENTIAL

THIS PAGE IS INTENDED TO BE LEFT BLANK

Attachment B 16

SDG&E Hecate Grid Ortega Grid Recorded Memorandum of Option C03172021A
Ortega 2021.03.17

CONFIDENTIAL

THIS PAGE IS INTENDED TO BE LEFT BLANK

Attachment B 17

SDG&E Johana Energy Center 2021-06-01 Tesla SASP II
Full Notice to Proceed

CONFIDENTIAL

THIS PAGE IS INTENDED TO BE LEFT BLANK

Attachment B 18

SDG&E Valley Center Supplemental FM Notice VC2 2021-08-25

CONFIDENTIAL

THIS PAGE IS INTENDED TO BE LEFT BLANK

Attachment B 19

SDG&E Valley Center DHL Letter re Valley Center Inverter Delays

CONFIDENTIAL

THIS PAGE IS INTENDED TO BE LEFT BLANK

Attachment B 20

SDG&E Vista Energy Storage 17 NGR1859 PTO COD Approval Ver1

CONFIDENTIAL

THIS PAGE IS INTENDED TO BE LEFT BLANK

Attachment B 21

SDG&E Vista Energy Storage Final Completion 3.1.21

CONFIDENTIAL

THIS PAGE IS INTENDED TO BE LEFT BLANK

Attachment B 22

SDG&E Vista Energy Storage LLC Certificate of Occupancy 20200225

CONFIDENTIAL

THIS PAGE IS INTENDED TO BE LEFT BLANK

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking to Continue
Electric Integrated Resource Planning and
Related Procurement Processes.

Rulemaking 20-05-003
(Filed May 7, 2020)

**SAN DIEGO GAS & ELECTRIC COMPANY (U 902 E)
NOTICE OF AVAILABILITY OF SEPTEMBER 2021 INTEGRATED RESOURCE
PLAN COMPLIANCE FILING (PUBLIC VERSION)**

Aimee M. Smith
8330 Century Park Court
San Diego, CA 92123
Phone: (858) 654-1644
Fax: (619) 699-5027
E-mail: amsmith@sdge.com

Attorney for:
SAN DIEGO GAS & ELECTRIC COMPANY

September 1, 2021

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking to Continue
Electric Integrated Resource Planning and
Related Procurement Processes.

Rulemaking 20-05-003
(Filed May 7, 2020)

**SAN DIEGO GAS & ELECTRIC COMPANY (U 902 E)
NOTICE OF AVAILABILITY OF SEPTEMBER 2021 INTEGRATED RESOURCE
PLAN COMPLIANCE FILING (PUBLIC VERSION)**

Pursuant to Rule 1.9(d) of the Rules of Practice and Procedure of the California Public Utilities Commission (Commission), San Diego Gas & Electric Company (SDG&E) hereby provides notice that it has electronically filed with the Commission's docket office its **SAN DIEGO GAS & ELECTRIC COMPANY (U 902 E) SEPTEMBER 2021 INTEGRATED RESOURCE PLAN COMPLIANCE FILING.**

The public version of the Compliance filing is available on SDG&E's website at the following link: <https://www.sdge.com/IRPPProcurementComplianceFiling>

The Compliance filing may also be obtained by contacting:

Kathy Peniche
Regulatory Case Manager
SAN DIEGO GAS & ELECTRIC COMPANY
8330 Century Park Court
San Diego, CA 92123
Phone: 858-654-6304
KPeniche@sdge.com

DATED at San Diego, California, this 1st day of September 2021.

Respectfully submitted,
/s/ Aimee M. Smith
Aimee M. Smith
8330 Century Park Court
San Diego, CA 92123
Phone: (858) 654-1644
E-mail: amsmith@sdge.com
Counsel for
SAN DIEGO GAS & ELECTRIC COMPANY