GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR AN EXISTING QUALIFYING FACILITY CONVERTING FROM A CPUC JURISDICTIONAL INTERCONNECTION AGREEMENT

BETWEEN

ORANGE COUNTY SANITATION DISTRICT

AND

SOUTHERN CALIFORNIA EDISON COMPANY

PROJECT: 22212 BROOKHURST ST – OC SAN PLANT 2 (SCE WDT2046, formerly QFID2804)

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Appendix A – Background, Description of Interconnection Facilities, Reliability 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

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GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT ("GIA" or "Agreement") is made and entered into _____, by and between Orange County Sanitation District, a special district organized and existing under the County Sanitation District Act, Health and Safety Code Section 4700 et seq. ("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 owns, leases and/or controls and operates the Generating Facility identified in Appendix C to this Agreement; and,

WHEREAS, the Generating Facility is an existing generation resource interconnected to the Distribution System pursuant to a CPUC jurisdictional Interconnection Facilities Agreement (IFA); and,

WHEREAS, the Generating Facility qualifies for interconnection under the Tariff pursuant to Section 15.3 of the Tariff and was not required to submit an Interconnection Request pursuant to the Generator Interconnection Procedures (GIP); and

WHEREAS, Interconnection Customer and Distribution Provider have agreed to enter into this Agreement for the purpose of replacing the Generating Facility's existing IFA with this Agreement to establish the Generating Facility's interconnection to the Distribution System pursuant to the Tariff; and

WHEREAS, existing facilities installed pursuant to the IFA are identified in Appendix A to this Agreement as well as the Interconnection Customer's related cost responsibility; and

WHEREAS, new Interconnection Facilities, Distribution Upgrades and Reliability Network Upgrades, as applicable, are identified in Appendix A to this Agreement, as well as the Interconnection Customer's related cost responsibility, consistent with current interconnection standards pursuant to the requirements of this Agreement;

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

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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.

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

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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.

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 the 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.

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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 Reliability 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 Reliability 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.

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

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

Distribution 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.

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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 or Reliability 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.

Effective Date shall mean the date on which the GIA becomes effective pursuant to Article 2.1 of the GIA.

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.

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

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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.

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 existing Generating Facility that is a qualifying facility eligible for interconnection pursuant to Section 15.3 of the Tariff, a *pro forma* version of which is set forth in Attachment L of the Tariff.

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.

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.

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

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

In-Service Date shall mean the date upon which 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 or Reliability Network Upgrades.

Interconnection Facilities Agreement (IFA) shall mean the CPUC jurisdictional agreement entered into between the Distribution Provider and Interconnection Customer [as a successor in interest] that provided the existing Generating Facility interconnection service to the Distribution System immediately prior to converting the interconnection service to FERC jurisdiction pursuant to the Tariff as more specifically described in Appendix A to the GIA.

Interconnection Financial Security shall mean any of the financial instruments listed in GIP Section 5.9.1 provided by the Interconnection Customer to comply with its obligations under the GIA.

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

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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.

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 and Deliverability Allocation Procedures (ISO Tariff GIDAP) shall mean the procedures included in Appendix DD 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.

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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.

New Reliability Network Upgrades shall mean new Reliability Network Upgrades installed pursuant to this GIA as identified in Appendix A to the GIA.

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.

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.

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.

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.

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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, undertaken prior to Construction Activities in order to prepare for the construction of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Reliability 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 Reliability Network Upgrades.

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.

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.

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.

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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 or Electric Generating Unit 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 on October 30, 2025, 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 twenty (20) years from the Effective Date (term specified in individual agreements to be ten (10) years or such other longer period as the

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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 Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, 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

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interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Distribution Upgrades and Reliability 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

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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.

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Interconnection Customer shall be paid for such services in accordance with Article 9.6.3.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

5.1 Distribution Provider shall design, procure, and construct Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Reliability Network Upgrades, using Reasonable Efforts to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Reliability 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 Reliability 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.

5.2 [Reserved]

5.3 [Reserved]

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. Distribution Provider shall commence design of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Reliability 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 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 Reliability Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

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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 Reliability Network Upgrades; and

5.6.3 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.

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 [Reserved]

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 of the GIA.

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 within sixty (60) Calendar Days after the Effective Date or upon such other date as mutually agreed upon by the Parties as set forth in Appendix B, Milestones; and final specifications for review and comment within one hundred twenty (120) Calendar Days after the Effective Date or upon such other date as mutually agreed upon by the Parties as set forth in Appendix B, Milestones. 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

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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 following the completion of construction of the ICIF, 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 following the completion of construction of the Distribution Provider's Interconnection Facilities, 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.

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

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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 Reliability 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 Reliability 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 [Reserved]

5.16 [Reserved]

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 Reliability 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

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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

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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 Reliability 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: (Current Tax Rate x (Gross Income Amount – Present Value of Tax Depreciation))/(1-Current Tax Rate). Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Reliability 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.

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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

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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

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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 Reliability 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

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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 Reliability 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.

Article 6. Testing and Inspection

6.1 Pre-Operation Testing and Modifications. Prior to placing in operation any new facilities identified in Appendix A to this GIA, Distribution Provider shall test such new Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Reliability Network Upgrades and Interconnection Customer shall test 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. Interconnection Customer shall bear the cost of all such testing and modifications.

6.1.1 Modified Generating Facility or Electric Generating Units. If modifications to the Generating Facility, including the replacement of Electric Generating Units,

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have been approved by the Distribution Provider pursuant to Section 15.3 of the Tariff, as identified in Appendix C, Interconnection Details, of the GIA, Interconnection Customer shall test the Interconnection Customer's Generating Facility to ensure its safe and reliable operation. Similar testing may be required after initial operation. The Interconnection Customer shall make any modifications to its Generating Facility 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 a new or modified 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-Operation 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

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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-polled 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.

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8.2 Remote Terminal Unit. 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. 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

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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 ensure the Generating Facility maintains 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.

9.6.1.2.1 Existing Generating Facility and Electric Generating Units. The Interconnection Customer shall ensure that existing interconnected non-synchronous generators will maintain a composite power delivery at continuous rated power output at the Point of Interconnection consistent with historical performance under the IFA, as may be set forth in Appendix C, Interconnection Details, of the GIA unless a study performed by the Distribution Provider shows that the Generating Facility is required to maintain a power factor within the range of 0.95 leading to 0.95 lagging to ensure safety or reliability.

9.6.1.2.2 New or Modified Electric Generating Units. Electric Generating Units that are replaced or modified pursuant to Section 15.3 of the Tariff, and as identified in Appendix C, Interconnection Details, of the GIA, shall be designed 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

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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.

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

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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.

9.6.4.1 Existing Generating Facility and Electric Generating Units. Interconnection Customer shall ensure the primary frequency response capability of an existing Generating Facility or Electric Generating Unit(s) by maintaining, and operating a functioning governor or equivalent controls consistent with those installed under the IFA. Whenever the Generating Facility or Electric Generating Unit(s) is operated in parallel with the Distribution System, Interconnection Customer shall operate the Generating Facility or Electric Generating Unit(s) with its governor or equivalent controls in service and responsive to frequency. 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 or Electric Generating Unit(s) 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 or Electric Generating Unit's governor or equivalent controls to a minimum whenever the Generating Facility or Electric Generating Unit(s) is operated in parallel with the Distribution System.

9.6.4.2 New or Modified Electric Generating Units. For Electric Generating Units that are replaced or modified pursuant to Section 15.3 of the Tariff, and as identified in Appendix C, Interconnection Details, of the GIA, Interconnection Customer shall ensure the primary frequency response capability of such Electric Generating Units 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 Electric Generating Unit's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection

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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 Electric Generating Unit(s), 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 Electric Generating Unit'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 Electric Generating Unit'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 Electric Generating Unit(s) has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Electric Generating Unit(s) with the Distribution System, Interconnection Customer shall operate the Electric Generating Unit(s) consistent with the provisions specified in Articles 9.6.4.2.1 and 9.6.4.2.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Electric Generating Units.

9.6.4.2.1 Governor or Equivalent Controls. Whenever the Electric Generating Unit(s) is operated in parallel with the Distribution System, Interconnection Customer shall operate the Electric Generating Unit(s) 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 Electric Generating Unit(s) with its governor or equivalent controls not in

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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 Electric Generating Unit's governor or equivalent controls to a minimum whenever the Electric Generating Unit(s) is operated in parallel with the Distribution System.

9.6.4.2.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Electric Generating Unit'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 Electric Generating Unit(s) 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 Electric Generating Unit(s) 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.

9.6.4.2.3 [Reserved]

9.6.4.2.4 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 9.6.4.2, 9.6.4.2.1 and 9.6.4.2.2 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected

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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 9.6.4.2.2 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.

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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;

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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,

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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 placing in operation any new System Protection Facilities as identified in Appendix A to this GIA, 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

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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 purpose of interconnecting the Generating Facility to the Distribution System.

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

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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

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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 to the GIA 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 to the GIA 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 for any new Interconnection Facilities 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 Reliability Network Upgrades and Distribution Upgrades. Distribution Provider or Distribution Owner shall design, procure, construct, install, and own the Reliability Network Upgrades and Distribution Upgrades described in Appendix A to the GIA.

11.3.1 Distribution Upgrades. The Interconnection Customer shall be responsible for funding all costs related to Distribution Upgrades. The costs for any new Distribution Upgrades 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 Distribution Upgrades. The Interconnection Customer shall be responsible for the actual costs related to Distribution Upgrades.

11.3.2 Reliability Network Upgrades. The Interconnection Customer shall be responsible for funding the costs of Reliability Network Upgrades. The costs for any New Reliability Network Upgrades set forth in Appendix A are estimates only. The Interconnection Customer shall be responsible for its share of the actual costs of New Reliability Network Upgrades up. The Interconnection Customer may be entitled to repayment of all or a portion of the costs it funded for New Reliability Network Upgrades as identified in Appendix A in accordance with Article 11.4.1.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for New Reliability Network Upgrades. An Interconnection Customer may be entitled, in accordance with this Article 11.4.1, to a repayment for the Interconnection Customer's contribution to the cost of any New Reliability Network Upgrades, as identified in Appendix A, that are placed in service by the Distribution Provider. Repayment for the Interconnection Customer's contribution to the cost of New Reliability Network Upgrades placed in service after the Effective Date shall, for these New Reliability Network Upgrades, commence no later than the later of: (i) the first month of the calendar

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year following the year in which the New Reliability Network Upgrades are placed into service or (ii) ninety (90) Calendar Days after the New Reliability Network Upgrades are placed into service.

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

a) New Reliability Network Upgrades. The Interconnection Customer shall be entitled to a repayment of the amount the Interconnection Customer paid to the Distribution Provider for New Reliability Network Upgrades as set forth in Appendix A, 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 interconnection capacity provided under the GIA at the Point of Interconnection for the Interconnection Customer's Generating Facility as set forth in Appendix C, Interconnection Details. However, to the extent that such repayment does not cover all of the costs of Interconnection Customer's New 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 New Reliability Network Upgrades that are not covered by cash repayment.

Any repayment for New Reliability 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 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 New Reliability 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 and Distribution Provider may adopt any alternative payment schedule that is mutually agreeable so long as Distribution Provider 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 New Reliability Network Upgrades not previously repaid, or (2) declare in writing that Distribution Provider 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 New Reliability

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Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the applicable commencement date.

If the Generating Facility ceases operation, but it or another Generating Facility is later constructed and makes use of the New Reliability Network Upgrades, Distribution Provider shall at that time reimburse Interconnection Customer for the amounts advanced for the New Reliability 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 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 New Reliability 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. At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a Distribution Provider's Interconnection Facilities, Reliability Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Distribution Provider, Interconnection Financial Security in an amount sufficient to cover the costs for constructing, procuring and installing the applicable portion of Distribution Provider's Interconnection Facilities, Reliability Network Upgrades, or Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Distribution Provider for these purposes.

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 New Reliability 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 New Reliability Network Upgrades and shall set forth such costs in

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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, however, Interconnection Customer shall not be entitled to a refund of any amounts paid for the estimated cost of New Reliability Network Upgrades in excess of the refund limit for New Reliability Network Upgrades set forth in Article 11.4.1. For any such amounts not eligible for repayment pursuant to Article 11.4.1, the Interconnection Customer shall pay to the Distribution Provider the amount by which the actual costs of construction exceed the actual payment by the Interconnection Customer for the estimated costs of the New Reliability Network Upgrades within thirty (30) Calendar Days of issuance of the 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).

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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

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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

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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.

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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

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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.

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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. 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.

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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

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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

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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

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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.

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

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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.

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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

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("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 ninety (90) Calendar Days after the Effective Date, or upon such other date as mutually agreed upon by the Parties as set forth in Appendix B, Milestones, 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.

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24.3 Updated Information Submission by Interconnection Customer. An 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 of an Electric Generating Unit that will be modified or replaced as approved by the Distribution Provider as set forth in Appendix C, Interconnection Details. 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 any studies or assessments performed by the Distribution Provider. 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 for the performance of any studies or assessments in connection with the modification or replacement of an Electric Generating Unit(s), then Distribution Provider will conduct appropriate studies or assessments a the Interconnection Customer's expense to determine the impact on Distribution Provider Distribution System and Transmission System based on the actual data submitted pursuant to this Article 24.3 and whether the change constitutes a Material Modification. A change that is determined to be a Material Modification shall require the Interconnection Customer to submit an Interconnection Request in accordance with the GIP for the proposed change. The Interconnection Customer shall not begin Trial Operation of any modified or replaced Electric Generating Units until such studies or assessments are completed and Distribution Provider has provided written approval to do so.

24.4 Information Supplementation. Prior to the Trial Operation Date of an Electric Generating Unit that will be modified or replaced as approved by the Distribution Provider as set forth in Appendix C, Interconnection Details, 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

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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

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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 Reliability 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.

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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.

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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.

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30.2 Conflicts. In the event of a conflict between the body of this GIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this GIA shall prevail and be deemed the final intent of the Parties.

30.3 Rules of Interpretation. This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

30.4 Entire Agreement. This GIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this GIA.

30.5 No Third Party Beneficiaries. This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver. The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

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Any waiver at any time by either Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from 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.

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Southern California Edison Company

By: _____

Name: Andrea L. Tozer

Title: Director, Interconnection & Business Operations

Date: _____

Orange County Sanitation District

By: _____

Name: Ryan P. Gallagher

Title: Board Chairman

Date: _____

Orange County Sanitation District
Attest:
By: _____

Name: Kelly A. Lore, MMC

Title: Clerk of the Board

Date: _____

Orange County Sanitation District
Approved as to form:
By: _____

Name: Scott C. Smith

Title: General Counsel

Date: _____

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Appendix A to GIA

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

Background

This Agreement is made with reference to the following facts, among others:

The Interconnection Customer (as successor-in-interest to County Sanitation Districts of Orange County) and Distribution Provider are parties to a Power Purchase Agreement, dated September 9, 1991 as amended ("Existing PPA"), which includes, as an Appendix thereto, the IFA, pursuant to which, among other things, the Interconnection Customer and Distribution Provider established interconnection arrangements between the Generating Facility and the Distribution System; and

The Generating Facility is described below in Appendix C to this Agreement and includes: (i) an existing 12,000 kW interconnected generation resource which was not required to submit an Interconnection Request pursuant to Rule 21 and did not participate in the Fast Track Process, Independent Study Process, Cluster Study Process or Transmission Cluster Process and was not subject to the related Interconnection Studies, and (ii) a new 4,000 kW generation resource which submitted a new Interconnection Request pursuant to Rule 21 and participated in the Fast Track Process to complete the related Interconnection Studies, and (iii) Interconnection Customer submitted a request to Distribution Provider on October 10, 2024, pursuant to Rule 21 Section F.8 for a transfer from Rule 21 to WDAT with Energy Only Deliverability Status; and

The existing PPA, including the IFA will terminate upon the effective date of this Agreement; and

New Distribution Provider's Interconnection Facilities and Distribution Upgrades, if any, 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.

Additional Definitions: For the purposes of the Appendices to the GIA, the following terms, when used with initial capitalization, whether in the singular or the plural, shall have the meanings specified below:

(a) Customer-Financed Monthly Rate With Replacement 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 With Replacement for Non-ISO-

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Controlled Facilities is as provided in Attachment J of the Tariff.

(b) Interconnection Facilities Charge: 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 With Replacement for Non-ISO-Controlled Facilities and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Section 5 of this Appendix A.

(c) Interconnection Facilities Completion Date: The date upon which the construction of the Distribution Provider's New Interconnection Facilities is complete and such facilities are successfully tested and ready for service.

(d) Interconnection Facilities Cost: 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 this Appendix A.

(e) New Interconnection Facilities: The new Distribution Provider's Interconnection Facilities identified in Section 1(b)(ii) of this Appendix A.

1. Interconnection Facilities:

(a) **Interconnection Customer's Interconnection Facilities.**

(i) **Existing.**
1. Approximately 650 feet of 12.47 kV line for each of the two lines.
2. Two (2) riser poles leading to ducts for the power lines going to the Interconnection Customer's switchgear.
3. Telemetering

(ii) **New.** The Interconnection Customer shall:
1. Telemetry.
   a. Install, in coordination with, and as specified by, the Distribution Provider, a dedicated T1 circuit from the local telephone company to support the remote terminal unit ("RTU") communication to the Distribution Provider's energy management system in accordance with the Interconnection Handbook.
   b. 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.
   c. Allow the Distribution Provider to review the Interconnection Customer's telecommunication equipment design and perform inspections to ensure

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compatibility with the Distribution Provider's terminal equipment; 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.

d. 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.
e. 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.

2. Install all required ISO-approved compliant metering equipment at the Generating Facility, in accordance with Section 10 of the ISO Tariff.
3. Install all equipment necessary to comply with the power factor requirements of Article 9.6.1 of the GIA, including the ability to automatically regulate the power factor to a schedule (VAR schedule) in accordance with the Interconnection Handbook.
4. If applicable, install disconnect facilities in accordance with the Distribution Provider's Interconnection Handbook to comply with the Distribution Provider's switching and tagging procedures.

(b) **Distribution Provider's Interconnection Facilities.**

(i) **Existing.**

1. Huntington Beach Generating Station – telesync circuit equipment
2. Huntington Beach-La Fayette-Plant 66 kV transmission line – three spans of 954 KCMIL SAC conductor and two KPF switches
3. Ellis Substation – telesync circuit equipment
4. Ellis Substation - engineering and installed a telesync transmitter
5. Orcogen Substation – telesync circuit equipment
6. Orcogen Substation – constructed a 22.4 MVA 66/12 kV customer substation with 66 kV circuit breaker, HCB pilot wire protection and metering
7. Orcogen Substation – engineered and constructed the required additions to equip the substation as a cogen interface facility

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8. Orcogen Substation – terminal blocks in communication terminal pole to provide pilot wire circuits
9. Huntington Beach Generating Station – 12,000 feet of 12/19 cable on existing route and 5,000 feet on new messenger

(ii) **New.** The Distribution Provider shall:

1. Telemetry.
   a. Install all required equipment (including terminal equipment) supporting the RTU, including the communications interface with the Distribution Provider's energy management system. 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 energy management system. 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.
   b. 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. Real Properties, Environmental Activities, Permits, and Licensing. Obtain easements and/or acquire land, obtain licensing and permits, and perform all required environmental activities for the installation of the Distribution Provider's Interconnection Facilities, including any associated telecommunication equipment.

2. Reliability Network Upgrades: None.

3. Distribution Upgrades: None.

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

(a) **Point of Change of Ownership.**
22212 Brookhurst St-OC San Plant 2-Orcogen 12.47 kV Lines: The Point of Change of Ownership is the point where the conductors of the 22212 Brookhurst St-OC San Plant

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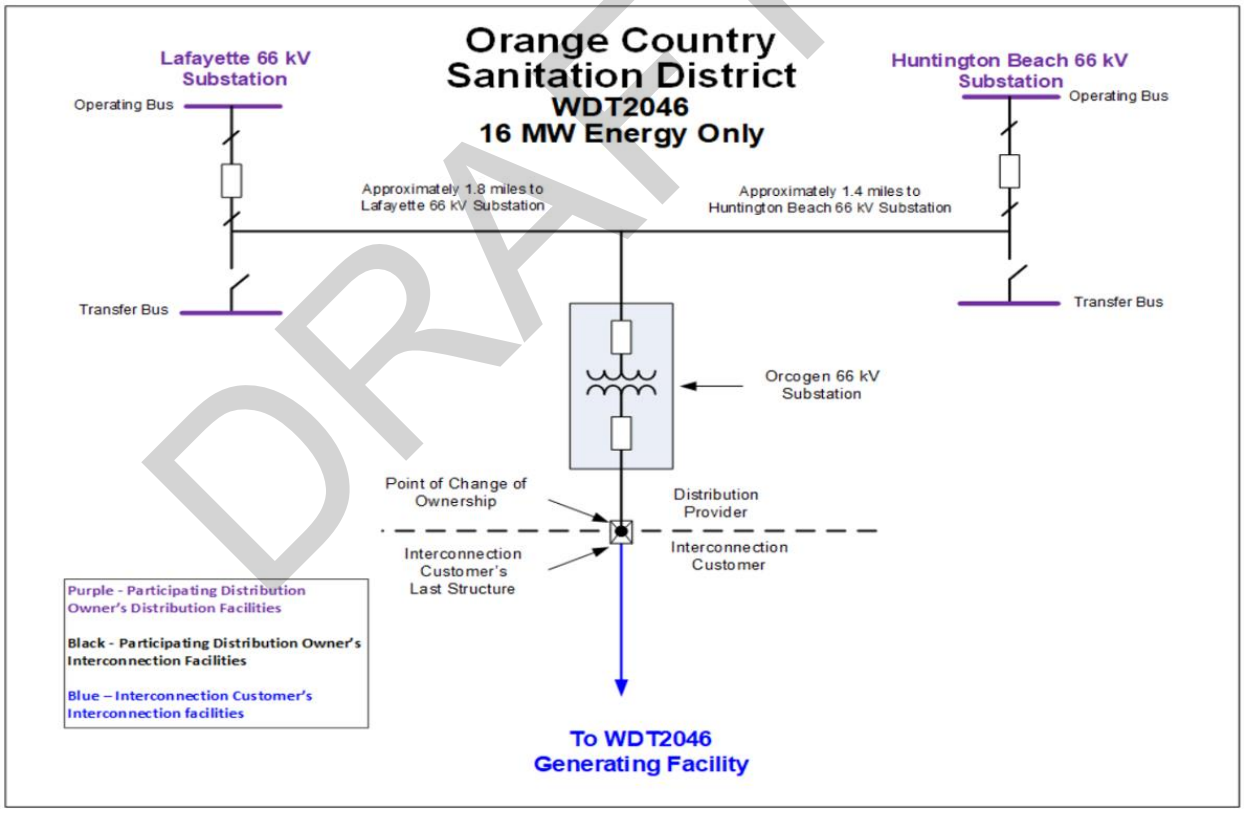
2 12.47 kV lines are attached to the Interconnection Customer-owned pole-riser (the "Last Structure"), located at the Interconnection Customer's property line, which are connected on the side of the Last Structure facing Orcogen Substation. The Interconnection Customer shall own and maintain the Last Structure, the conductors, insulators and jumper loops from the Last Structure to the Interconnection Customer's Generating Facility. The Distribution Provider will own and maintain the Orcogen Substation, as well as all circuit breakers, disconnects, relay facilities and metering within the Orcogen Substation, together with the line riser drop and connector, in their entirety, from the Last Structure to Orcogen Substation. The Distribution Provider will own the insulators that are used to attach the Distribution Provider-owned conductors to the Last Structure.

(b) **Point of Interconnection.** A tap on the Distribution Provider's Huntington Beach-Lafayette 66 kV distribution line out of Orcogen 66 kV Substation.

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



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

(a) **Cost Summary.**

(i) Estimated cost of new facilities:

Element-	Interconnection Facilities Cost	Total
New Interconnection Facilities		
- Install new RTU at Interconnection Customer site	$87,461	$87,461
Total	**$87,461**	**$87,461**

All amounts shown above are in nominal dollars.

(ii) Actual cost of existing facilities:

Element	Interconnection Facilities Cost	Total
Huntington Beach Generating Station – telesync circuit equipment	$11,486.84	$11,486.84
Huntington Beach-La Fayette-Plant 66 kV transmission line – three spans of 954 KCMIL SAC conductor and two KPF switches	$50,205.47	$50,205.47
Ellis Substation – telesync circuit equipment	$9,809.84	$9,809.84
Ellis Substation - engineering and installed a telesynch transmitter	$36,583.92	$36,583.92
Orcogen Substation – telesync circuit equipment	$6,589.01	$6,589.01
Orcogen Substation – constructed a 22.4 MVA 66/12 kV customer substation with 66 kV circuit breaker, HCB pilot wire protection and metering	$613,048.06	$613,048.06
Orcogen Substation – engineered and constructed the required additions to equip the substation as a cogen interface facility	$558,814.75	$558,814.75
Orcogen Substation – terminal blocks in communication terminal pole to provide pilot wire circuits	$3,352.01	$3,352.01
Huntington Beach Generating Station – 12,000 feet of 12/19 cable on existing route and 5,000 feet on new messenger	$19,347.13	$19,347.13
Total	**$1,309,237.03**	**$1,309,237.03**

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(b) **Payment Schedule.**

The payment amounts shown below are based on an estimate of the costs expected to be incurred for the New Interconnection Facilities.

Payment No.	Payment Due Date	Interconnection Facilities Cost	Project Payment
1	Within thirty (30) Calendar Days from the Effective Date	$87,461	$87,461
Total		**$87,461**	**$87,461**

All amounts shown above are in nominal dollars.

(c) **On-Going Monthly Charges.**

(i) Interconnection Facilities Charge.
Commencing on or following the Effective Date, each month the Distribution Provider will render bills to the Interconnection Customer for the Interconnection Facilities Charge as set forth below. The Interconnection Facilities Charge shall initially be based on the Interconnection Facilities Cost for the existing Distribution Provider's Interconnection Facilities. Commencing on or following the Interconnection Facilities Completion Date, the Interconnection Facilities Charge shall be increased to reflect the estimated Interconnection Facilities Cost for the New Interconnection Facilities, and payments made for such Interconnection Facilities Charge shall be subject to later adjustment to reflect actual costs.

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		Estimated		Actual	
Effective	Customer-Financed Monthly Rate With Replacement for Non-ISO-Controlled Facilities	Interconnection Facilities Cost	Interconnection Facilities Charge	Interconnection Facilities Cost	Interconnection Facilities Charge
As of the Effective Date	See Section 4.2 of Attachment J to the Tariff*	--	--	$1,309,237.03	Customer-Financed Monthly Rate With Replacement for Non-ISO-Controlled Facilities x Interconnection Facilities Cost
As of the Interconnection Facilities Completion Date	See Section 4.2 of Attachment J to the Tariff*	$1,396,698.03	Customer-Financed Monthly Rate With Replacement for Non-ISO-Controlled Facilities x Interconnection	[determined upon true-up]	[determined upon true-up]

			Facilities Cost		

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

(ii) Distribution Upgrades Charge. None.

(d) **Financial Security.**

(i) Interconnection Financial Security. None.

(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 New 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 New Interconnection Facilities
2025	See Section 4.4 of Attachment J to the Tariff*	$87,461	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

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 5.9.1 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 30 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.

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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.

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Appendix B to GIA

Milestones

1. 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 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	Within thirty (30) Calendar Days after the Effective Date
(c)	Submittal of initial specifications for the new Interconnection Customer's Interconnection Facilities, including System Protection Facilities, to the Distribution Provider, pursuant to Article 5.10.1 of the GIA	Interconnection Customer	Within sixty (60) Calendar Days after the Effective Date
(d)	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
(e)	Submittal of initial information including the Distribution Provider's Distribution System and 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
(f)	Submittal of final specifications for the new Interconnection Customer's Interconnection Facilities, including System Protection Facilities, to the Distribution Provider, pursuant to Article 5.10.1 of the GIA	Interconnection Customer	Within one hundred twenty (120) Calendar Days after the Effective Date
(g)	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

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Item	Milestone	Responsible Party	Due Date
(h)	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
(i)	Completion of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Reliability Network Upgrades	Distribution Provider	Existing Deemed to have been completed under the IFA New Within twenty-six (26) months following the Effective Date*
(j)	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 placing in operation any new System Protection Facilities as identified in Appendix A to this GIA
(k)	Submit to the Distribution Provider the load flow models in .epc file format and dynamic models in .dyd file format for the Electric Generating Unit(s) at the Generating Facility	Interconnection Customer	Existing 12 MW** The earlier of June 30, 2027, or six months prior to the expected In-Service Date for the Generating Facility's new incremental 4 MWs and within ten (10) Calendar Days for resubmittals. New incremental 4 MW The earlier of June 30, 2027, or six months prior to the expected In-Service Date for the Generating Facility's new incremental 4 MWs and within ten (10) Calendar Days for resubmittals.
(l)	Review of and comment on the Interconnection Customer's load flow models and dynamic models	Distribution Provider	Within thirty (30) Calendar Days after the Interconnection Customer's original submission and subsequent submission(s)

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Item	Milestone	Responsible Party	Due Date
			of the load flow models and dynamic models until a final Interconnection Customer submission is deemed acceptable by the Distribution Provider
(m)	In-Service Date	Interconnection Customer	Existing 12 MW** Deemed to have been completed under the IFA New incremental 4 MW December 31, 2027
(n)	Testing of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Reliability 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	Prior to placing in operation any new facilities identified in Appendix A to this GIA
(o)	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	Existing 12 MW** Deemed to have been completed under the IFA New incremental 4 MW At least fifteen (15) Calendar Days prior to the Initial Synchronization Date
(p)	Provide the Interconnection Customer written notice that the required Distribution Provider facilities have been installed and tested, and have been approved to 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	Distribution Provider	Existing 12 MW** Deemed to have been completed under the IFA New incremental 4 MW At least ten (10) Calendar Days prior to the Initial Synchronization Date
(q)	Provide the ISO written notice of the expected Initial Synchronization Date and of the Distribution Provider's notice approving the readiness of the	Interconnection Customer	Existing 12 MW** Deemed to have been completed under the IFA

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Item	Milestone	Responsible Party	Due Date
	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		New incremental 4 MW At least ten (10) Calendar Days prior to the Initial Synchronization Date
(r)	Initial Synchronization Date/Trial Operation	Interconnection Customer	Existing 12 MW** Deemed to have been completed under the IFA New incremental 4 MW January 7, 2028
(s)	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	Existing 12 MW** Deemed to have been completed under the IFA New incremental 4 MW 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
(t)	Commercial Operation Date	Interconnection Customer	Existing 12 MW** Deemed to have been completed under the IFA New incremental 4 MW February 1, 2028
(u)	Provide written approval to the Interconnection Customer for the operation of the Generating Facility in parallel with the Distribution System**	Distribution Provider	Existing 12 MW** Deemed to have been completed under the IFA New incremental 4 MW Within five (5) Calendar Days after the Initial Synchronization Date and satisfaction of the testing requirements of Articles 6.1.1 of the GIA
(v)	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	Interconnection Customer	Existing 12 MW** Deemed to have been completed under the IFA New incremental 4 MW

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Item	Milestone	Responsible Party	Due Date
	accordance with Article 5.10.3 of the GIA		Within one hundred twenty (120) Calendar Days after the Effective Date

* Pursuant to Article 5.1, Distribution Provider shall use Reasonable Efforts to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Reliability 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 Reliability 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.

** Notwithstanding the required New Interconnection Facilities identified in Appendix A to the GIA, the Generating Facility's existing 12 MW generation is allowed to continue operation in parallel with the Distribution System pending completion of the New Interconnection Facilities.

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Appendix C to GIA

Interconnection Details

1. **Generating Facility:** All equipment and facilities comprising the Interconnection Customer's digester gas fueled cogeneration using a de minimis amount of natural gas fuel 22212 Brookhurst St – OC San Plant 2 generating facility in Huntington Beach, California, as disclosed by the Interconnection Customer, as summarized below:

Description: (i) four (4) existing Ideal Electric Company SAMB Frame M-9-33 internal combustion engines each rated at 3750 kVA (3.75 MVA) (3000 net kW), one (1) new Ideal Electric Company SAMB Frame M-9-33 internal combustion engine rated at 3750 kVA (3.75 MVA) (3000 net kW), and one (1) new Kato Engineering A251460000 steam turbine rated at 1250 kVA (1.25 MVA) (1000 net kW) for a total maximum gross output of 20 MVA (total net output of 16 MW), (ii) control system which manages output of the Generating Facility to be within the existing 12.0 MW output and maintained until the new 4.0 MW generation achieves its In-Service Date, (iii) Power Factor ("PF") correction equipment, as necessary, (iv) meters and metering equipment, and (v) appurtenant equipment.	
Total rated (gross) capacity at generator/inverter terminals:	20.0 MW at 1.0 PF
Total net capacity provided under the GIA at high-side of main step-up transformer(s):	16.0 MW
Total net capacity provided under the GIA at Point of Interconnection:	16.0 MW

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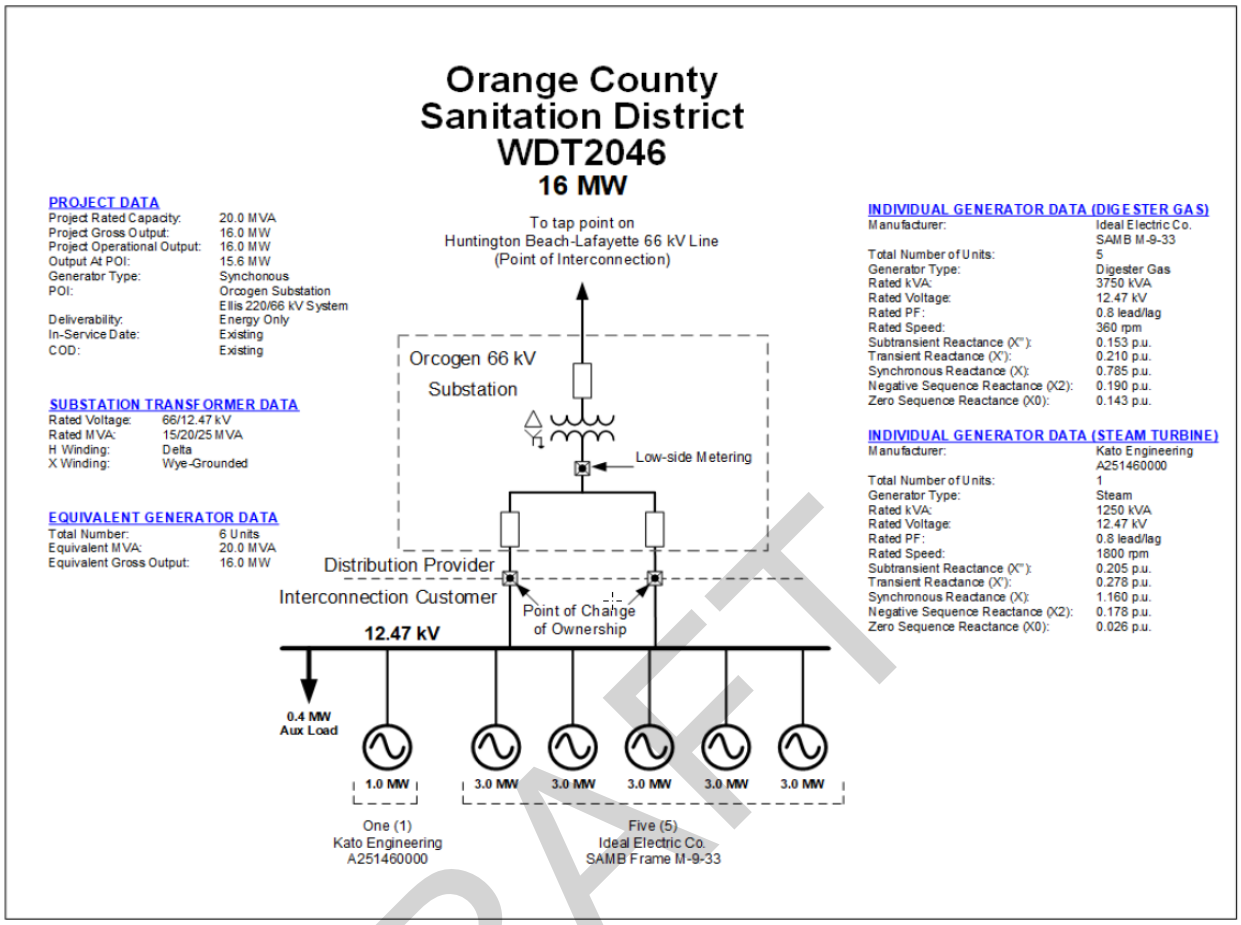

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The Interconnection Customer has requested, and this GIA provides for, a total net capacity of 16.0 MW as measured at the high-side of the main step-up transformer(s) and 16.0 MW at the Point of Interconnection. The Parties acknowledge that the Generating Facility has a total net capacity that exceeds Generating Facility's existing 12.0 MW net capacity. Accordingly, the Interconnection Customer agreed to install, own, operate and maintain a control limiting device or, alternatively, by means of configuring the Generating Facility's control system to ensure the Generating Facility does not exceed the total 12.0 MW net capacity at the high-side of the main step-up transformer(s) and Point of Interconnection, subject to the following:

(a) The Interconnection Customer provided documentation to the Distribution Provider prior to the Effective Date of the GIA which demonstrated the ability of the control limiting device or configuration of the control system to ensure the Generating Facility does not exceed the total 12.0 MW net capacity provided under the GIA at the high-side of the main step-up transformer(s) and Point of Interconnection.

(b) The Interconnection Customer's control limiting device or configuration of the control system for the Generating Facility shall remain installed until the Generating Facility's new 4.0 MW net capacity achieves its In-Service Date.

(c) Until the Generating Facility's new 4.0 MW net capacity achieves its In-Service Date, the control limiting device or configuration of the control system must be tested and

remain in-service and operable at all times during which the Generating Facility is producing electricity.

(d) The Interconnection Customer understands and acknowledges that prior to the Generating Facility's new 4.0 MW net capacity achieving its In-Service Date if the Distribution Provider identifies that the Generating Facility has exceeded the total existing 12.0 MW net capacity provided under the GIA at the high-side of the main step-up transformer(s) or Point of Interconnection, this shall be considered a Breach of the GIA and the Distribution Provider shall issue a notice of such Breach pursuant to Article 17.1 of this GIA. Such Breach shall not be considered cured until such time as the Interconnection Customer can demonstrate, to the satisfaction of the Distribution Provider, that the Generating Facility will be restricted to within the total net capacity provided under the GIA for the total existing 12.0 MW net capacity at the high-side of the main step-up transformer(s) and Point of Interconnection by the Interconnection Customer's control limiting device or control system, and the Generating Facility shall be subject to disconnection in accordance with Articles 9.7.2 and 13 of this GIA.

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 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 this GIA.

(b) 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.

(c) 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.

(d) The Generating Facility is an existing generation resource converting from a CPUC jurisdictional interconnection agreement. The deliverability status of the Generating Facility was previously determined by the ISO and has not been modified under this GIA.

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(e) Compliance with Applicable Reliability Standards: 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.

(f) Cyber Security Precautions: The Interconnection Customer shall implement reasonable administrative, technical, and physical safeguards, including any specific safeguards specified from time to time by the Distribution Provider, to protect the security and integrity of the Distribution Provider's systems.

A "Cyber Security Incident" is: (a) unless expressly authorized under the GIA, any use, reproduction, distribution, transfer, disposition, disclosure, possession, memory input, alteration, erasure, damage, breach in the security, or other activity by a person or party other than Distribution Provider of (i) Interconnection Customer's computing systems or equipment, including those that contain information about Distribution Provider's systems or provide information to Distribution Provider's systems, or (ii) Distribution Provider's computing systems or equipment, if caused by the action or inaction of Interconnection Customer; or (b) any unauthorized access to, interception of, disclosure or acquisition of such information.

The Interconnection Customer shall immediately notify the Distribution Provider of any reasonably suspected or confirmed Cyber Security Incident immediately upon Interconnection Customer's awareness of the event. Such notification to the Distribution Provider by the Interconnection Customer shall be made to the Distribution Provider's operations representative as identified in Section (b) of Appendix F of the GIA and shall include the nature of the event, date and time of the event, suspected amount and type of information exposed and steps being taken to investigate the circumstances of the exposure. The Interconnection Customer shall cooperate and assist the Distribution Provider in the investigation, analysis and resolution of Cyber Security Incidents affecting Distribution Provider's systems. The Interconnection Customer shall provide the Distribution Provider with details of the investigation and final disposition of the Cyber Security Incident relating to Distribution Provider's services or systems or which may impact the confidentiality, integrity or availability of those services or systems or of Distribution Provider's information.

In addition to the above, Interconnection Customer shall: (i) regularly scan its systems for vulnerabilities, (ii) rank all vulnerabilities and promptly remediate detected vulnerabilities ranked as critical, high or moderate, and (iii) use commercially reasonable efforts to identify any critical, high or moderate vulnerabilities, risks or threats that could potentially impact Distribution Provider, and shall notify Distribution

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Provider in writing within one (1) Business Day after such identification. If Interconnection Customer determines that it cannot remediate any such potential or detected vulnerabilities, risk or threats within thirty (30) Calendar Days after identifying any such potential or detected vulnerabilities, risks, or threats, it shall promptly notify Distribution Provider in writing. Interconnection Customer's notification shall provide detailed information describing the controls used to mitigate these vulnerabilities, risks or threats.

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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.

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Appendix E to GIA

Commercial Operation Date

This Appendix E is a part of the GIA between Distribution Provider and Interconnection Customer and is applicable to Electric Generating Units that are replaced at the Generating Facility as approved by the Distribution Provider and as set forth in Appendix C, Interconnection Details.

[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 **[description of unit(s)]**. This letter confirms that [Interconnection Customer] commenced Commercial Operation of **[description of unit(s)]** at the Generating Facility, effective as of **[Date plus one day]**.

Thank you.

[Signature]

[Interconnection Customer Representative]

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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	Orange County Sanitation District Attn: Robert Thompson / Jeff Brown 18480 Bandilier Cir Fountain Valley, CA 92708

(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 on or before the Effective Date:

Distribution Provider	Interconnection Customer Orange County Sanitation District
Grid Control Center/24 Hour Telephone:	Operator Name and/or Title: Control Room Operator 24 Hour Telephone:
	Operation Center Fax. No.: E-mail:

Operational Matters, Force Majeure, Outage Notices, Requests for Physical Access to the Generating Facility and Reports of Cyber Security Incidents:

Distribution Provider	Interconnection Customer
Name/Title: Phone:	Name/Title: Phone:

For Emergencies:

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Distribution Provider	Interconnection Customer
Name/Title: Phone:	Name/Title: Phone:

Billings and Payments:

Distribution Provider	Interconnection Customer
Southern California Edison Company Attn: Accounts Receivable (GCM) P. O. Box 800 Rosemead, CA 91771-0001	Orange County Sanitation District Attn: Robert Thompson / Jeff Brown 18480 Bandilier Cir Fountain Valley, CA 92708

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 E-mail: GridContractManagement@sce.com	Orange County Sanitation District Attn: Robert Thompson / Jeff Brown Phone: (714) 593-7083 E-mail: jbrown@ocsan.gov

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SERVICE AGREEMENT FOR

WHOLESALE DISTRIBUTION SERVICE

Between

SOUTHERN CALIFORNIA EDISON COMPANY

And

ORANGE COUNTY SANITATION DISTRICT

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(Project: 22212 Brookhurst St – OC San Plant 2 – SCE WDT2046, formerly QFID2804)

SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

1. This Service Agreement, dated as of the date that Service under this Service Agreement commences under Section 4, is entered into, by and between Southern California Edison Company ("Distribution Provider"), and Orange County Sanitation District ("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 $waived, 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) the Effective Date of the Distribution Customer's 22212 Brookhurst St – OC San Plant 2 project Generator Interconnection Agreement executed concurrently herewith ("GIA"), 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 unless operation of the Resource is expressly permitted in the generator interconnection agreement prior to the completion of any such facilities, or (4) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on the termination date of the GIA.

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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:
Orange County Sanitation District

Attn: Robert Thompson / Jeff Brown
18480 Bandilier Cir
Fountain Valley, CA 92708
Telephone No. (714) 593-7083
E-mail: jbrown@ocsan.gov

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

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

Distribution Provider:

By:	Director, Interconnection & Business Operations	
Andrea L. Tozer	Title	Date

Distribution Customer:

By:	Board Chairman	
Ryan P. Gallagher	Title	Date

Distribution Customer:
Attest:

By:	Clerk of the Board	
Kelly A Lore, MMC	Title	Date

Distribution Customer:
Approved as to form:

By:	General Counsel	
Scott C. Smith	Title	Date

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SPECIFICATIONS FOR WHOLESALE DISTRIBUTION SERVICE

l. 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 22212 Brookhurst St – OC San Plant 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: A tap on the Distribution Provider's Huntington Beach-Lafayette 66 kV distribution line out of Orcogen 66 kV Substation.

Point of Delivery: The ISO Grid at Distribution Provider's 220kV Bus at Ellis A Substation.

Receiving Party: The California Independent System Operator Corporation.

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: 16 MW.

Contract Demand (if applicable):

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As-Available Charging Distribution Service: Not Applicable.

Firm Charging Distribution Service: Not Applicable.

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: None.

9. Real Power Loss Factors: The factor set forth in Section 13.9 of the Tariff applicable to Resources interconnected at distribution voltages 50 kV and above.

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 Point of Receipt 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 upon the commencement date of As-Available Charging Distribution Service or Firm Charging Distribution Service, as applicable.

For Distribution Service to Charging Capacity from ISO Grid.

11.1 Monthly Customer Charge:

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11.1.1 Wholesale Distribution Load (if applicable): Not Applicable.

11.1.2 Charging Distribution Service (if applicable): Not Applicable.

11.2 Monthly Charge:

11.2.1 Wholesale Distribution Load (if applicable): Not Applicable.

11.2.2 Monthly Charge for Charging Distribution Service (if applicable):

11.2.2.1 As-Available Charging Distribution Service: Not Applicable.

Monthly Charge = Metered energy usage for the month (kWh) * Energy Charge Rate ($/kWh)]

As-Available Energy Charge Rate: Per the Tariff for Service Level Not Applicable

Crediting provisions of Section 7.2.2.3 of Attachment K apply (check one):

☐ Yes _____

☐ No

11.2.2.2 Firm Charging Distribution Service: Not Applicable.

Monthly Charge = Contract Demand * Demand Charge Rate

Demand Charge Rate: Per the Tariff for Service Level: ____

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

11.4 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

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Tariff: Not Applicable.

13. Operating conditions and/or limitations relating to As-Available Charging Distribution Service: Not Applicable.

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.

15. A Distribution Customer subject to CMS requirements, or its successor, will be permitted to collect, capture, and retain all data transmitted by the Distribution Provider to the Distribution Customer via a remote terminal unit (RTU). All such data retained by the Distribution Customer shall be the property of the Distribution Customer.

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